

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is dated February 10, 2014 between **Edmonton Arena Corp.** ("EAC") and The **City of Edmonton** (the "City").

WHEREAS:

- A. The City and EAC have entered into a location agreement to cause the Oilers (defined below) to remain in Edmonton for a period of 35 years. EAC and the City recognize the importance of the sustainability of NHL hockey in Edmonton, together with the value and benefit of a downtown arena to increase economic potential and benefit all of the capital region, as well as northern and central Alberta. The City recognizes the benefit of promoting the image of the City and building City recognition with the Oilers' brands and with the development of the downtown arena district.

NOW THEREFORE in consideration of the mutual promises and undertakings set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms in this Agreement shall have the meanings assigned to them in the Master Agreement, unless defined below, or in the main body of this Agreement:

- 1.1 "Advertisements" is defined in Section 7.7.
- 1.2 "Affiliate" means a corporation, partnership or joint venture that directly or indirectly controls, is controlled by or is under common control with a Party (as the concept of control is used in the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended from time to time).
- 1.3 "Agreement" means this agreement, together with all schedules, as amended or replaced by the Parties from time to time.
- 1.4 "City Marks" means the trademarks as set out in Schedule "C" and any other trademarks that the City agrees in writing can be used by EAC pursuant to this Agreement, or which are provided by the City in Advertisements or for use by EAC in providing Sponsorship Benefits under this Agreement.
- 1.5 "Commencement Date" is defined in Section 3.1.
- 1.6 "Force Majeure" means, in relation to a Party, any cause beyond the reasonable control of that Party which prevents or delays that Party from fulfilling its obligations under this Agreement and which, exercising reasonable diligence, that Party could not have either avoided or overcome, such as civil disturbances, acts of public enemies, vandalism, war, riots, sabotage, blockades, embargoes, lightning, earthquakes, fire, storms, hurricanes, floods, wash-outs, explosions and other acts of God, strikes, lockouts by third parties or other labour disturbances; but, for greater certainty, does not include inability to perform due to financial condition or lack of finances.

- 1.7 "Intellectual Property Rights" means any and all: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, and mask works; (ii) industrial design rights; (iii) integrated circuit topography rights; (iv) trademark and trade name rights, including but not limited to goodwill arising from their use; (v) trade secret rights; (vi) patents; and (vii) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.8 "Master Agreement" means the Master Agreement between the City and EAC dated August 29, 2013.
- 1.9 "NHL" means the National Hockey League.
- 1.10 "NHL Rules" means the NHL Constitution, By-Laws and all other rules, regulations, resolutions, interpretations, procedures, and policies of the NHL or its Board of Governors as they presently exist and as they may be amended from time to time.
- 1.11 "NHL League Sponsor" means any person or entity that currently is, or at any time becomes, a sponsor or promotional licensee of or with respect to any NHL event or program now or hereafter in existence.
- 1.12 "NHL Season" means an NHL season during which the Oilers Home Games are played which, for the purpose of this Agreement, is deemed to commence on July 1st in any year and end on the following June 30th, subject to Section 3.1.
- 1.13 "Oilers" means the NHL team, the Edmonton Oilers.
- 1.14 "Oilers Home Game(s)" means the pre-season and regular season hockey games played by the Oilers at the Arena during the Term and, for greater certainty, does not include any play-off games or exhibition games involving the Oilers or some of the Oilers' players (other than scheduled Oilers' pre-season games).
- 1.15 "Oilers Home Territory" means the City and the area within an 80 kilometre radius from the corporate limits of the City.
- 1.16 "Oilers Marks" means the trademarks identified as Oilers Marks in Schedule "B" and any other trademarks related to the Oilers that EAC agrees in writing can be used by the City pursuant to this Agreement.
- 1.17 "Parties" means EAC and the City and Party means either EAC or the City, as the context requires.
- 1.18 "RSC" means Rexall Sports Corp.
- 1.19 "Sponsorship Benefits" means the media, advertising, awareness and sponsorship benefits associated with Oilers Home Games and the Oilers that are set out in Schedule "A", and updated in accordance with Section 4.2.
- 1.20 "Sponsorship Fee" is defined in Section 5.1.

- 1.21 "Term" is defined in Section 3.1.

ARTICLE 2 SCHEDULES

- 2.1 **Schedules.** The following schedules, as amended, are incorporated by reference and form part of this Agreement:

- | | | |
|-----|--------------|----------------------|
| (a) | Schedule "A" | Sponsorship Benefits |
| (b) | Schedule "B" | EAC Marks |
| (c) | Schedule "C" | City Marks |

ARTICLE 3 TERM AND TERMINATION

- 3.1 **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement (the "Term") shall commence on the Lease Commencement Date (the "Commencement Date") and shall continue for a period of 10 years, unless terminated earlier pursuant to this Agreement. The Sponsorship Benefits will be provided during the 10 NHL Seasons occurring during the Term. The Parties acknowledge that, notwithstanding that for the purpose of this Agreement, an NHL Season commences on July 1st in any year and ends on the following June 30th, the first NHL Season played in the Arena may commence subsequent to July 1, depending on the Lease Commencement Date.
- 3.2 **Automatic Termination.** This Agreement shall automatically terminate on termination of the Master Agreement.
- 3.3 **Termination for Material Breach.** A Party may, on written notice, terminate this Agreement if the other Party breaches or fails to observe any material provision of this Agreement and, in the case where the breach is of a nature that it is capable of being cured, the breach continues for 30 days after receipt, first, of written notice from the non-defaulting Party identifying, with particularity, the breach.

ARTICLE 4 SPONSORSHIP RIGHTS AND RECOGNITION

- 4.1 **Sponsorship Benefits.** Subject to the terms of this Agreement, EAC shall, and shall cause its Affiliates, as applicable, to provide the City with the Sponsorship Benefits during the Term for the purpose of marketing and promoting the image of the City of Edmonton and to build recognition of the City with the Edmonton Oilers' brand. The City's attractions, facilities and activities may also be promoted by the Sponsorship Rights so long as the attractions, facilities, activities or interests of a person, business or entity other than the City are not being promoted (unless the prior written approval of EAC is obtained, such approval not to be unreasonably withheld or delayed. It shall not be unreasonable for EAC to withhold approval on the basis that the promotion of the attractions, facilities or activities would, or would likely, conflict with Arena, Wintergarden or Arena district sponsors and advertising, naming and sponsorship opportunities.) Unless expressly specified in this Agreement, none of the Sponsorship Benefits nor any other right or benefit granted pursuant to this Agreement by EAC to the City shall be

deemed or construed to be granted on an exclusive basis and EAC may grant similar rights or benefits to any other person, business or entity of any kind whatsoever.

- 4.2 **Updating Sponsorship Benefits.** The Parties recognize that the specific Sponsorship Benefits to be provided to the City pursuant to this Agreement will, in part, depend on the design of the Arena, the advertising technologies available and the branding strategies of the City existing at Commencement Date. The Parties agree that the Sponsorship Benefits listed in Schedule "A" may be amended by agreement of the Parties, acting reasonably, before the Commencement Date.
- 4.3 **Review of Sponsorship Benefits.** On the written request of either Party at least once in every 2 year period following the Commencement Date, the Parties shall review the Sponsorship Benefits provided to the City for the preceding 2 years and may make such amendments as the Parties shall agree, acting reasonably. Such review shall be carried on only during a period commencing February 1st and ending no later than March 31st of the applicable calendar year unless such other date is mutually agreed upon.
- 4.4 **Availability of Sponsorship Benefits.** The Parties acknowledge that any amendments to the Sponsorship Benefits under Sections 4.2 and 4.3 will be made in the context of the sponsorship benefits granted by EAC; or its Affiliates, to other parties and existing at that time and the sponsorship opportunities, therefore, available to the City, to ensure that the Sponsorship Benefits do not infringe the rights granted to such other parties.

ARTICLE 5 SPONSORSHIP FEE

- 5.1 **Sponsorship Fee.** The City shall pay to EAC the sum of \$2,000,000, plus any applicable GST and any other applicable taxes (the "Sponsorship Fee") in each year of the Term. The City shall pay the Sponsorship Fee in 2 equal semi-annual instalments of \$1,000,000 (plus any applicable GST and any other applicable taxes) on each September 1 and January 1 of the Term; provided however, that for the first season of Oilers Home Games of the Term, the first semi-annual instalment will be made within 30 days following the Commencement Date and the second semi-annual installment will be made on the first day of the seventh month following the Commencement Date.
- 5.2 **Costs.** Unless otherwise expressly provided in this Agreement, all costs and expenses associated with any obligations or responsibilities of a Party as stated or required by this Agreement shall be at the sole cost and expense of such Party.
- 5.3 **Interest.** Any amount unpaid shall bear interest from the date such amount is due at a rate of [10%] per annum.

ARTICLE 6 PRIORITY AND LIMITATIONS ON SPONSORSHIP BENEFITS

- 6.1 **Effect of NHL Rules.** Notwithstanding anything else in this Agreement, the City agrees that EAC, or its Affiliates, as applicable, may allow or authorize any NHL League Sponsor to engage in advertising and promotional activities in the Oilers Home Territory (including, without limitation, the Arena), or otherwise provide benefits to such NHL League Sponsor, including but not limited

to those which may conflict with the City's Sponsorship Benefits, if such NHL League Sponsor is entitled to engage in such activities or receive such benefits pursuant to any sponsorship or promotional licensing arrangement now or hereafter entered into between such NHL League Sponsor and the NHL or any of its affiliates (including, without limitation, NHL Enterprises, L.P. and NHL Enterprises Canada L.P.).

6.2 **NHL Priority.** This Agreement is subject to and subordinate to:

- (a) The NHL Rules;
- (b) Any agreement between or among the NHL, its affiliates, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the Board of Governors, the NHL Commissioner or the NHL Constitution or By-laws, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the NHL Commissioner or his or her designate;
- (c) Any national broadcast network agreements, corporate marketing, licensing, sponsorship or similar agreements between the NHL (or NHL affiliate) and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the NHL Commissioner or his or her designate; and
- (d) All federal and provincial regulations, policies, laws and rules including all CRTC broadcast regulations and policies, as amended from time to time.

To the extent any other provision of this Agreement becomes inconsistent with any of Subsections (a) through (d) above and the NHL requires that this Agreement be amended so as to remove any such inconsistency, the Parties shall negotiate in good faith to amend this Agreement in order to resolve such inconsistency, or otherwise reach a mutually satisfactory resolution of any matter related to such inconsistency that is acceptable to the NHL.

6.3 **No Games.** Notwithstanding any other provision herein to the contrary, the Parties agree that should any Oilers Home Games be cancelled during any hockey season during the Term due to a player strike, management lockout, postponement or comparable work stoppage league wide, the Parties shall negotiate in good faith to reach a mutually satisfactory arrangement of comparable value with respect to the impacted Sponsorship Benefits, by means of rescheduling, substitution, alternative performance, similar means, "make good" arrangements or equitable adjustment.

6.4 **Player Rights.** The Parties agree and recognize that nothing in this Agreement will constitute a grant, right or limitation relating to any professional athlete, team manager or coach or other executive employed by or consulting to EAC or its Affiliates. The City acknowledges that any such personnel may, during the Term, engage in promotional or sponsorship activities with or involving an entity whose products or services directly compete with the City's products and EAC has no authority to limit or prohibit such activities.

ARTICLE 7 TRADEMARKS

- 7.1 **Ownership of Oilers Marks.** Other than the limited license granted in Section 7.2, nothing in this Agreement shall provide or be construed to provide to the City any right, title or interest in the Oilers Marks, or in any other trade names or trademarks of EAC, RSC, the NHL, or any affiliate of any of the foregoing, nor shall the City have the right to use, refer to or incorporate the corporate and team name, trade names, trademarks, logos, official designation, or any other Intellectual Property Rights of EAC, RSC, or the NHL in any way, except as expressly provided in this Agreement.
- 7.2 **License to the City.** EAC hereby grants to the City a non-exclusive, revocable, non-transferable, non-assignable, royalty-free license (with no rights to sublicense) during the Term to reproduce and use the Oilers Marks solely in connection with Sponsorship Benefits as contained in any Advertisements. The City shall not at any time either during or after the Term contest or assist another in contesting the validity of any of the Oilers Marks, or EAC's or its Affiliates' rights in the Oilers Marks or do anything which, in the opinion of EAC, might tend to disparage or adversely affect the validity of the Oilers Marks or lessen the significance thereof as branding and identifying marks for the wares and services associated with such Oilers Marks, or that could injure or diminish the property rights of EAC or its licensors therein. The City will not attempt to register as a trademark any mark containing the words "Oilers" (including the design) or any words confusingly similar thereto, nor shall the City use or attempt to use the words "Oilers" (including the design) or any words confusingly similar thereto, except as expressly provided in this Agreement. The City shall do all things that are commercially reasonable to assist EAC, its Affiliates and its licensors in the procurement, maintenance and defence of any of the Oilers Marks, and on request shall furnish such evidence of use of any of the Oilers Marks as EAC or its licensors may require. The City shall at all times, when using any of Oilers Marks, indicate that the use of each such trademark is a licensed use. The City shall not remove, obscure or alter any trademark or other Intellectual Property Rights notices included with the Oilers Marks.
- 7.3 **License to EAC.** The City hereby grants to EAC a non-exclusive, revocable, non-transferable, non-assignable, royalty-free license (with a right to grant sublicenses to RSC) during the Term to reproduce and use the City Marks and another other trademarks included in the Advertisements solely in connection with fulfilling EAC's obligations under this Agreement or in any promotional pieces produced by or for EAC or its Affiliates that may showcase the City's involvement with the Oilers; provided that a sample of any proposed use of a City Mark must be submitted to the City prior to use and must either be as contained in the Advertisements or other materials provided by the City: (i) be in the same form as is set forth in Schedule "C" and in accordance with the graphic standards and marking requirements and any other trademark usage guidelines as may be established by the City, and of a character and quality acceptable to City; and (ii) be pre-approved in writing by City, which approval may be withheld in its sole discretion. EAC shall do all things that are commercially reasonable to assist the City in the procurement, maintenance and defence of any of the City Marks, and on request shall furnish such evidence of use of any of the City Marks as the City may require. EAC shall at all times ensure that in the use of the City Marks, it is indicated that each such trademarks is a licensed use. EAC shall not remove, obscure or alter any trademark or other Intellectual Property Rights notices included with the City Marks.

- 7.4 **New Names, Logos.** If EAC or its Affiliates adopts or uses any other name, logo, or trademark in association with the Oilers during the Term, and EAC has the legal right to grant a license to the City for such name, logo, service mark or trademark, EAC will provide the City with notice of the same and it will be deemed to be an Oilers Mark, and the Parties shall amend Schedule "B" to add such Oilers Mark. If the City adopts or uses any other name, logo, service mark or trademark during the Term, the City will provide EAC with notice of the same and it will be deemed to be a City Mark, and the Parties shall amend Schedule "C" to add such City Mark.
- 7.5 **Reservation of Rights and Goodwill.** All rights in the Oilers Marks and any other names, logos, trademarks or other intellectual property of EAC and its Affiliates not expressly granted in this Agreement are hereby reserved. All goodwill arising from the use of the Oilers Marks shall enure to the sole benefit of EAC, its Affiliates and its licensors, as applicable. The City shall not be entitled to bring, or compel EAC to bring, any legal proceedings with respect to infringement of, or passing off in relation to, any Oilers Marks. All goodwill arising from the use of the City Marks shall enure to the sole benefit of the City or its licensors. EAC shall not be entitled to bring, or compel the City to bring, any legal proceedings with respect to infringement of, or passing off in relation to, any City Marks.
- 7.6 **Termination.** On the termination or expiration of this Agreement, the City shall immediately discontinue the use of any Oilers Marks including, without limitation, in any materials containing any Oilers Marks, and shall destroy such materials, except that the City may retain a reasonable number of copies of such materials for archival purposes only. EAC shall immediately discontinue, and cause its Affiliates to discontinue, the use of any City Marks on the termination or expiration of this Agreement and shall destroy any materials containing any City Marks.
- 7.7 **Advertisements.** On receipt of reasonable advance notice from EAC, the City shall deliver all advertisements, decals, scripts, recordings and any other artwork and materials (collectively, the "Advertisements") to EAC on the date and in the form required by EAC to fulfill EAC's obligations with respect to providing Sponsorship Benefits under this Agreement. All Advertisements provided by the City must be ready for publication or broadcast and not require further preparation by EAC. The City is liable for all costs and expenses incurred by EAC for the City's failure to deliver the Advertisements in accordance with this Section. Subject to the following, all costs and expenses associated with the production, copy, construction and delivery of any and all Advertisements and any changes thereto shall be the responsibility of the City. However, as part of the Sponsorship Benefits, EAC will provide production, copy, construction and delivery of Advertisements, promotions and promotional prizing of a standard of quality acceptable to the City, acting reasonably, to a total value of \$75,000 for each NHL Season during the Term. If the total value of \$75,000 is not used in any one NHL Season, the unused portion will not be refunded or carried forward to the subsequent NHL Season(s).
- 7.8 **Acceptance and Modifications of Advertisements.**
- (a) The subject matter, form, size, wording, illustration and typography of any Advertisements will be subject to the approval of EAC, such approval not to be unreasonably withheld or delayed. A sample of any proposed use of any Oilers Marks must be submitted to EAC no later than 14 days prior to use and must: (i) be in the same form as is set forth in Schedule "B" and in accordance with the reasonable graphic standards and marking requirements and any other reasonable trademark usage

guidelines as may be established by EAC or its licensors from time to time, and of a character and quality acceptable to EAC, acting reasonably; and (ii) be pre-approved in writing by EAC, such approval not to be unreasonably withheld or delayed.

- (b) The content and presentation of the players box and rinkboard Advertisements shall be subject to:
- (i) the approval of EAC, such approval not to be unreasonably withheld or delayed; and
 - (ii) The approval of the NHL, which may in its sole and absolute discretion, reject the proposed Advertisement for any reason whatsoever, provided that EAC is bound by agreements, rules or regulations requiring that the NHL be granted such right of approval.
- (c) If any Advertisement is rejected, the City may submit a suitable substitute Advertisement subject to the terms and conditions of this Agreement. If the City does not provide a suitable substitute or if there is no time to obtain a suitable substitute from the City, EAC shall not be responsible in any way and the City will not be entitled to a refund of any portion of the Sponsorship Fee, provided that notice of the rejection of the Advertisement has been provided to the City in a timely manner. Subject to the terms and conditions of this Agreement, and at the City's sole cost and expense, the City may change the content of its Advertisements in effect from time to time in accordance with any policy for changes, or amendment thereof, established by EAC, acting reasonably.

- 7.9 **Position and Installation.** Unless otherwise expressly provided in this Agreement, the location and position of any signage, dasherboards or similar forms of Sponsorship Benefits will be determined by EAC in consultation with the City. EAC, or its Affiliates, will perform, at its cost, the initial installation of such form of Sponsorship Benefits in the Arena. All subsequent installations, as applicable, or any changes thereto shall be performed by EAC, or its Affiliates, and charged to the City on a cost recovery basis. If any of such Sponsorship Benefits are required to be removed for any event other than an Oilers Home Game, the removal or storage and replacement of thereof shall be at EAC's expense. For clarification, in the event of such removal, the City shall not be entitled to any refund of the Sponsorship Fee.

ARTICLE 8 COMMUNITY RINK ADVERTISING AND SPONSORSHIP

- 8.1 **EAC Agency.** The parties recognize the need to coordinate the Community Rink advertising, naming rights and sponsorship to avoid potential conflicts with Arena, Wintergarden and Arena district sponsors and sponsorship opportunities. Further, certain sponsors of the Oilers who have sponsorship benefits associated with the Arena may wish to also pursue advertising and sponsorship opportunities associated with the Community Rink. Accordingly:
- (a) EAC and the City shall communicate on a regular basis and keep each other informed about potential advertising, naming and sponsorship opportunities for the Community Rink;

- (b) EAC may solicit advertising, naming and sponsorship opportunities in relation to the Community Rink during the Term, whether in conjunction with its advertising and sponsorship activities for the Arena or otherwise, at no cost to the City. Any such advertising, naming or sponsorship proposal prepared by EAC related to the Community Rink will be subject to the City's prior written approval, such approval not to be unreasonably withheld or delayed;
- (c) If the City is concerned that EAC is not actively exercising its right to solicit advertising, naming and sponsorship opportunities in relation to the Community Rink, the City may advise EAC of its concerns, in writing. The Parties shall then attempt to resolve the concerns of the City; failing such resolution, the provisions of Article 10 shall apply. The City will not grant any rights to a third party to solicit or obtain sponsorship, naming and advertising for the Community Rink, other than EAC, except with the agreement of EAC or as a result of the decision of an arbitrator arising from the dispute resolution provisions herein; and
- (d) Any advertising, naming or sponsorship proposal prepared by the City or a third party (as permitted by this Agreement) related to the Community Rink will be reviewed with EAC prior to presentation to a sponsor to ensure that it will not conflict with Arena, Wintergarden and Arena district sponsors and advertising, naming and sponsorship opportunities. If a conflict arises or will likely arise, such advertising, naming or sponsorship proposal shall not be pursued by the City.

The Parties may jointly establish guidelines or protocols from time to time in respect of advertising, naming and sponsorship opportunities in the Community Rink, to facilitate coordination and avoidance of conflicts among sponsors.

- 8.2 **Advertising and Sponsorship Revenues.** EAC shall pay to the City all revenues it receives in respect of advertising, naming and sponsorship opportunities obtained by EAC for the Community Rink on a semi-annual basis on the dates set out in Section 5.1 for payment of the Sponsorship Fees by the City. If the advertising, naming or sponsorship agreement with a sponsor does not attribute an amount of revenue specifically for the advertising, naming or sponsorship rights relating to the Community Rink, the amount shall be deemed to be equal to the amount that the City charges a sponsor for equivalent advertising, naming or sponsorship of a city-owned ice rink in the normal course. If the absence of an equivalent type of advertising, naming or sponsorship, the revenue amount will be determined by EAC and the City, acting reasonably, prior to the granting of such advertising, naming or sponsorship rights. This Section shall survive the expiry or termination of this Agreement and continue until July 31 immediately following the expiry or termination of this Agreement.
- 8.3 **Records.** EAC shall maintain records relating to the revenue it receives in respect of advertising, naming and sponsorship opportunities for the Community Rink in the same manner as it maintains records of sponsorship revenues for the Arena and EAC agrees to keep and maintain such records for a period of six years after the end of the Term. On or before July 31 of each year of the Term and following expiry of the Term, EAC shall provide to the City a statement setting out the revenues received by EAC and paid to the City relating to the Community Rink advertising, naming and sponsorship revenues for its previous fiscal year. The obligation to maintain such records under this Section will survive and continue for a period of six years from

the date of creation of each record. During that time, EAC shall make such records available to the City for inspection and audit (including copies and extracts of records as required) at all reasonable times upon prior reasonable notice. Subject to the foregoing, costs of any audits conducted under the authority of this section will be borne by the City.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

- 9.1 **City Representations and Warranties.** The City hereby represents and warrants that:
- (a) It has the full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights and licenses granted to EAC;
 - (b) The Advertisements shall contain no content that is defamatory, libelous or otherwise objectionable; and
 - (c) The City Marks, the Advertisements and any materials provided to EAC pursuant to this Agreement, and the use thereof in accordance with this Agreement, do not and shall not infringe or misappropriate the Intellectual Property Rights of a third party.
- 9.2 **EAC Representations and Warranties.** EAC hereby represents and warrants that:
- (a) It has the full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights and licenses granted to the City; and
 - (b) The Oilers Marks, and the use thereof in accordance with this Agreement, do not and shall not infringe or misappropriate the Intellectual Property Rights of a third party.
- 9.3 **Disclaimer.** Except for the warranties and representations expressly provided in this Agreement, EAC hereby disclaims all representations, warranties and statutory conditions in respect of the Sponsorship Benefits, express or implied, including but not limited to those of merchantability, fitness for a particular purpose, title or non-infringement.

ARTICLE 10 DISPUTE RESOLUTION

- 10.1 The Parties agree to attempt to resolve any differences, disagreements, claims or disputes under this Agreement in good faith and on an expeditious basis, including through face-to-face meetings between senior representatives of the Parties within: (i) any time so stipulated in this Agreement; or (ii) such other period as the Parties agree from time to time, acting reasonably. The Parties agree to provide candid and timely disclosure of all relevant facts and information. All reasonable requests for relevant documentation relating to the differences, disagreements or disputes made by either Party will be honoured.
- 10.2 Any difference, disagreement, claim or dispute between the Parties that is not resolved in accordance with Section 10.1 shall be subject to the dispute resolution procedures set out in Schedule E of the Master Agreement.

ARTICLE 11 INDEMNITY

- 11.1 **EAC Indemnification Obligations.** EAC indemnifies and saves harmless, and shall indemnify and save harmless, the City from any and all losses, damages, claims, causes of action, demands or liabilities whatsoever, and all associated costs and expenses, including but not limited to full costs on a solicitor-client basis arising from the breach or non-performance by EAC of its obligations under this Agreement, save and except for and to the extent arising from any act or omission of the City, its officers, employees or agents.
- 11.2 **City Indemnification Obligations.** The City indemnifies and saves harmless, and shall indemnify and save harmless, EAC and its Affiliates from any and all loss, damages, claims, causes of action, demands or liabilities whatsoever, and all associated costs and expenses, including but not limited to full costs on a solicitor-client basis, arising from any Advertisements, any promotions by or for the City pursuant to this Agreement, or from the breach or non-performance by the City of its obligations under this Agreement, save and except for and to the extent arising from any act or omission of EAC or its Affiliates, including their officers, employees or agents.
- 11.3 **Infringement Indemnification.** EAC shall defend, indemnify and save harmless the City from any and all losses, damages, claims, causes of action, demands or liabilities whatsoever, and all associated costs and expenses, including but not limited to full costs on a solicitor-client basis arising from any third party allegation that the Oilers Marks, or use thereof, infringe or misappropriate the Intellectual Property Rights of a third party. The City shall defend, indemnify and save harmless EAC and its Affiliates from any and all losses, damages, claims, causes of action, demands or liabilities whatsoever, and all associated costs and expenses, including but not limited to full costs on a solicitor-client basis, arising from any third party allegation that the City Marks, Advertisements or other materials provided by the City, or the use of any of the foregoing, infringe or misappropriate the Intellectual Property Rights of a third party.
- 11.4 **Indemnity Claims.** Any claim for indemnification under Article 11:
- (a) arising from (i) claims advanced against a Party by third parties or (ii) counterclaims or defences in response to such third party claims advanced against a Party, must be made within such applicable limitation period as prescribed by the Applicable Laws;
 - (b) in all other cases, within the period expiring 6 months following termination or expiry of this Agreement.
 - (c) shall be asserted and resolved in accordance with Section 28 of the Master Agreement, which is incorporated into this Agreement and forms part hereof.
- 11.5 **Survival.** This Article shall survive the termination or expiration of this Agreement.

ARTICLE 12 INSURANCE

- 12.1 **City Insurance.** During the Term, the City shall carry and maintain, at its own expense, commercial general liability insurance protecting the City and its employees, agents and contractors against damages arising from personal injury, bodily injury (including death), advertising injury and claims for property damage which may arise directly or indirectly out of

the obligations of the City, its employees, agents and contractors under this Agreement, with EAC and RSC as additional insureds. The City shall provide EAC with a certificate of insurance evidencing such coverage on request. The foregoing insurance shall not be less than \$2,000,000 inclusive of any one occurrence. Failure to maintain insurance as required by this Section will not relieve the City of any of its indemnity obligations set forth in this Agreement.

- 12.2 **EAC Insurance.** During the Term, EAC shall carry and maintain, at its own expense, commercial general liability insurance protecting EAC and its employees, agents and contractors against damages arising from personal injury, bodily injury (including death), advertising injury and claims for property damage which may arise directly or indirectly out of the obligations of EAC, its applicable Affiliates and their employees, agents or contractors under this Agreement, with the City as an additional insured. EAC shall provide the City with a certificate of insurance evidencing such coverage on request. The foregoing insurance shall not be less than \$2,000,000 inclusive of any one occurrence. Failure to maintain insurance as required by this Section will not relieve EAC of any of its indemnity obligations set forth here or elsewhere in this Agreement.

ARTICLE 13 ADDRESSES FOR NOTICES

- 13.1 **Notices.** Notice in writing or other correspondence required or permitted to be given to either Party pursuant to this Agreement shall be sufficiently given when delivered personally or by pre-paid courier to the following addresses (or to any other address or to the attention of any other person as may be designated in writing by a Party):

To the City:
 The City of Edmonton
 3rd Floor, City Hall
 1 Sir Winston Churchill Square
 Edmonton, Alberta T5J 2R7
 Attention: Chief Communications Officer

To EAC:
 1702 Bell Tower
 10104 – 103 Ave
 Edmonton, Alberta T5J 0H8
 Attention: J. Robert Black and Brad Gilewich

Notice shall conclusively be deemed to have been given on the date of delivery.

ARTICLE 14 GENERAL

- 14.1 **Force Majeure.** Neither Party shall be liable or deemed to be in default under this Agreement for failure to perform or delay in performance of any of its duties or obligations under this Agreement due to Force Majeure. Any Party prevented from performing, or delayed in performance, due to Force Majeure shall advise the other Party, as soon as is practicable, of the occurrence of the event or the existence of the cause and the anticipated consequence and shall use all reasonable commercial efforts to mitigate those consequences.

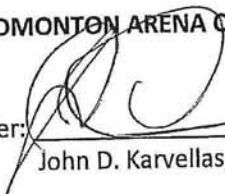
- 14.2 **Further Assurances.** Each of the Parties shall from time to time execute and deliver all further documents and instruments and do all things and acts as the other Parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- 14.3 **Governing Law.** This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the Parties hereby submit and attorn to the exclusive jurisdiction of the courts of the Province of Alberta located in the City of Edmonton.
- 14.4 **Waiver.** The waiver of provision of this Agreement must be in writing. The failure of any Party at any time to require strict performance by the other Party of any provision of this Agreement shall in no way affect such Party's right thereafter to enforce such provision, nor shall the waiver by any Party of any breach of any provision hereof be taken or held to be taken as a waiver of any future breach of any such provision.
- 14.5 **Amendment.** An amendment of any term of this Agreement must be in writing and signed by the Parties.
- 14.6 **Relationship of the Parties.** The relationship of the Parties under this Agreement is that of independent contractors and the Parties are not to be deemed or construed as being in partnership, in a joint venture or in a relationship of employment under this Agreement, and any representation, claim or assertion to the contrary is hereby negated.
- 14.7 **Headings.** The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement. The reference to any legislation in this Agreement shall be deemed to include all amendments thereto and all regulations thereunder and all statutes, including all amendments thereto and regulations thereunder, that may be substituted for that legislation.
- 14.8 **Assignment.** This Agreement shall be binding on the Parties and their successors. Rights under this Agreement are not assignable by either Party without the prior written consent of the other Party except that EAC may assign any or its rights under this Agreement to its Affiliate(s) without the consent of the City.
- 14.9 **Entire Agreement.** This Agreement, together with the Master Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and there are no other representations, conditions, covenants or warranties other than those expressed therein.
- 14.10 **Time of Essence.** Time is of the essence in this Agreement and no extension or variation of this Agreement operates as a waiver of this provision.
- 14.11 **Counterparts.** This Agreement may be executed by exchange of faxed or electronically transmitted signatures of the Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.12 **Conflicts.** Any conflict between the provisions of this Agreement and the Master Agreement shall be resolved in favour of the Master Agreement.


[Remainder of page intentionally blank.]

IN WITNESS WHEREOF the Parties have executed this Agreement.


EDMONTON ARENA CORP.

Per: 
John D. Karvellas, Director

THE CITY OF EDMONTON

Per: 
As represented by Simon
Farbrother City Manager

Legally Reviewed and
Approved as to Form:


Law Branch

**ANNE JARMAN, Q.C.
BARRISTER & SOLICITOR**

Approved by City Council
January 23, 2013
Item # 6.2

Approved as to Content:



SCHEDULE "A"

SPONSORSHIP BENEFITS FOR THE TERM

SPONSORSHIP BENEFITS	DESCRIPTION
-----------------------------	--------------------

16(1)

SPONSORSHIP BENEFITS

DESCRIPTION

16(1)

SCHEDULE "B"

OILERS MARKS



EDMONTON OILERS

SCHEDULE "C"

CITY MARKS

