

SPONSORSHIP AGREEMENT TERMINATION AGREEMENT

This Sponsorship Agreement Termination Agreement (the “**Agreement**”) is dated _____, 2018 between The City of Edmonton (the “**City**”), Edmonton Arena Corp. (“**EAC**”) and Oilers Entertainment Group Canada Corp. (“**OEG**”).

WHEREAS:

- A. The City and EAC are parties to the Master Agreement dated August 29, 2013 (the “Master Agreement”) and the Sponsorship Agreement dated February 10, 2014 (the “Sponsorship Agreement”);
- B. OEG is an Affiliate of EAC and EAC has assigned to OEG the rights and obligations of EAC relating to the Sponsorship Agreement;
- C. Under the terms of the Sponsorship Agreement, the City pays to OEG a sponsorship fee in two equal semi-annual instalments on each September 1 and January 1 of the Term, in return for certain sponsorship benefits set out in the Sponsorship Agreement, for each NHL Season of the Term; and
- D. The Parties wish to terminate the Sponsorship Agreement.

NOW THEREFORE in consideration of the mutual covenants set forth in this Agreement, the sum of \$1.00 now paid by each of the parties to the other and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the City, EAC and OEG (collectively, the “**Parties**”, and each of which the “**Party**” as the context requires) agree as follows:

1 DEFINITIONS

- 1.1 Terms in this Agreement shall have the meanings assigned to them in the Sponsorship Agreement, unless otherwise defined in this Agreement.

2 PRECEDENCE

- 2.1 This Agreement takes precedence over the Sponsorship Agreement and Article 14 (Sponsorship Agreement) of the Master Agreement.

3 SPONSORSHIP AGREEMENT TERMINATION

- 3.1 The Sponsorship Agreement is terminated effective January 1, 2018. Effective January 1, 2018, EAC and OEG have no further obligation to provide access to a suite within the Arena or other sponsorship benefits to the City, and the City has no obligation to make any further sponsorship fee payments.
- 3.2 The City confirms that it has permanently closed the Coliseum and agrees that it shall not reopen it, and shall not permit the Coliseum to reopen, for any purposes.

4 REALLOCATION OF FUNDING

- 4.1 The City, EAC and OEG will in good faith discuss the reallocation of funding that would otherwise have been made under the Sponsorship Agreement to other opportunities, including opportunities relating to amateur sport in Edmonton.

5 COLLABORATION

- 5.1 The City and OEG will work together in a shared spirit of collaboration (such collaboration shall not obligate either party to financial contributions unless described in a future written agreement between the Parties) to attract and promote major live entertainment events, convention, conferences, festivals and other major events and attractions to Edmonton.

6 GENERAL

- 6.1 **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.

[Remainder of page intentionally blank, signature page to follow]

IN WITNESS WHEREOF the Parties have executed this Agreement.

THE CITY OF EDMONTON, as
represented by the City Manager

Per: _____
Linda Cochrane

Legally Reviewed and
Approved as to Form:

Law Branch

Approved as to Content:

EDMONTON ARENA CORP.

Per: _____

**OILERS ENTERTAINMENT
GROUP CANADA CORP.**

Per: _____