

NON-RELOCATION AGREEMENT

THE CITY OF CALGARY

-and-

CALGARY SPORTS AND ENTERTAINMENT CORPORATION

in its capacity as general partner for and on behalf of

CALGARY FLAMES LIMITED PARTNERSHIP

MADE AS OF OCTOBER 5, 2023

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION.....	2
1.1 Definitions	2
1.2 Extended Meanings	3
1.3 Headings	4
ARTICLE 2 NON-RELOCATION	4
2.1 Maintenance of Existence and the Franchise; Province and City Ties.	4
2.2 Covenant to Play and Host.	5
2.3 Non-Relocation.	5
2.4 Manager Event of Insolvency.....	5
ARTICLE 3 TERM	6
3.1 Effective Date and Term.	6
ARTICLE 4 TRANSFERS.....	6
4.1 Sale, Assignment, Transfer or Lien of Calgary Flames.	6
ARTICLE 5 DEFAULTS AND REMEDIES	7
5.1 Agreements and Acknowledgments; Equitable Relief.	7
ARTICLE 6 REPRESENTATIONS	9
6.1 Representations and Warranties of CSEC.	9
ARTICLE 7 MISCELLANEOUS.....	10
7.1 Entire Agreement.	10
7.2 Amendments.	10
7.3 Governing Law.....	10
7.4 Enforceability.	10
7.5 Waivers.	11
7.6 Successors and Assigns.....	11
7.7 Notices.	11
7.8 Counterparts and Electronic Execution.....	12
7.9 Further Assurances.....	12
7.10 No Partnership or Joint Venture.....	13
7.11 Capacity of The City.....	13
7.12 Time.	13
7.13 Third Parties.....	13
7.14 NHL Requirements.	13
7.15 Freedom of Information and Protection of Privacy Act	13

NON-RELOCATION AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is made effective the 5th day of October, 2023 (the “**Effective Date**”).

BETWEEN:

THE CITY OF CALGARY

(“**The City**”)

AND:

**CALGARY SPORTS AND ENTERTAINMENT CORPORATION in its capacity
as general partner for and on behalf of CALGARY FLAMES LIMITED
PARTNERSHIP**

(“**CSEC**”)

RECITALS:

- A. The City and CSEC, together with certain other persons, have entered into agreements in connection with the substantial investment in the acquisition of lands and the design, permitting, construction and development of the Event Centre.
- B. The City and CSEC recognize the importance of the sustainability of NHL hockey in The City of Calgary together with the value and benefit of the Event Centre to increase economic potential and benefit to The City of Calgary and its surrounding regions.
- C. CSEC is the owner of an NHL Franchise for an area which includes The City of Calgary and is the owner of the Calgary Flames. CSEC expects to substantially benefit from the investment by The City in the Event Centre.
- D. At the April 25, 2023 Regular Meeting of Council, Council acknowledged the authority of the person appointed to the position of chief administrative officer of The City pursuant to the *Municipal Government Act* (Alberta), or such person’s designate from time to time under the Execution of Contracts Bylaw 43M99, to negotiate and execute various definitive agreements which are necessary or desirable to deliver the Event Centre project and related district-wide improvements as generally outlined in Report C2023-0482 including the attachments thereto.
- E. The City has a significant interest in ensuring that CSEC shall cause the Calgary Flames to play their Home Games at the Event Centre. As a material inducement for The City to enter into the agreements referred to above and make the substantial investment in land and the Event Centre, CSEC has agreed to enter into this agreement with The City to ensure that the Calgary Flames will play their Home Games in the Event Centre, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of their mutual promises herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby

acknowledged, The City and CSEC, each intending to be legally bound, do hereby agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

As used in this Agreement, capitalized terms shall have the meanings indicated below unless a different meaning is expressed herein.

"Affiliate" shall have the meaning set forth in the Management and Lease Agreement.

"Agreement" shall have the meaning set forth in the Preamble.

"Applicable Law" shall have the meaning set forth in the Management and Lease Agreement.

"Business Day" means any day which is not a Saturday, Sunday or a day observed as a holiday under the laws of the Province of Alberta or the federal laws of Canada applicable therein.

"Calgary Flames" means the professional hockey team which is a member club of and in the NHL pursuant to the Franchise, and any replacement team or other successor in fact or at law in the same territory as that of the Calgary Flames, which is owned by CSEC and regardless of whether such team uses the trade name "Calgary Flames".

"Collateral" shall have the meaning set forth in the General Security Agreement.

"Council" means the municipal council of The City.

"Effective Date" shall have the meaning set forth in the Preamble.

"Event Centre" shall have the meaning set forth in the Management and Lease Agreement.

"Franchise" means the Calgary Flames NHL franchise.

"General Security Agreement" means the general security agreement dated October 5, 2023 granted by CSEC in favour of The City.

"Governmental Authority" shall have the meaning set forth in the Management and Lease Agreement.

"Home Games" means the NHL pre-season, regular season, playoff season or exhibition hockey games played by the Calgary Flames as the home team.

"International Event" shall have the meaning set forth in the Management and Lease Agreement.

"Lien" means any hypothec, mortgage, pledge, lien, prior claim, charge, encumbrance, assignment, security interest, title retention arrangement intended as security,

preferential right intended as security, trust arrangement or other arrangement having the same or equivalent commercial effect as a grant of security, and any agreement to create or enter into any arrangement referred to in this definition.

“Management and Lease Agreement” means the management and lease agreement made effective October 5, 2023 between The City and CSE Real Estate Corporation in its capacity as general partner for and on behalf of CSE Real Estate Limited Partnership.

“Manager” shall have the meaning set forth in the Management and Lease Agreement.

“NHL” means the National Hockey League, including the Office of the Commissioner of the NHL, and any successor substitute association or entity of which CSEC is a member and which engages in professional hockey in a manner comparable to that now engaged in by the National Hockey League.

“NHL Rules and Regulations” means, collectively, the Constitution of the National Hockey League, the NHL By-Laws, and any other rules, guidelines, regulations or requirements of the Office of the Commissioner of the NHL, and/or any other Person appointed by the foregoing that are generally applicable to NHL clubs, as applicable, all as the same now exist or may be amended or adopted from time to time.

“Non-Relocation Covenants” means the collective covenants and agreements made by CSEC under Article 2.

“Non-Relocation Default” means any breach by CSEC of any of the Non-Relocation Covenants.

“Party” means The City or CSEC as the context requires, and **“Parties”** means The City and CSEC.

“Person” or **“person”** means any individual, partnership, corporation, joint venture, association, society, joint stock company, trust, unincorporated organization or a Governmental Authority, and “corporation” shall include “company” and vice versa.

“Special Event” shall have the meaning set forth in the Management and Lease Agreement.

“Term” shall have the meaning set forth in Section 3.1.

“Turnover Date” shall have the meaning set forth in the Management and Lease Agreement.

1.2 Extended Meanings

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Whenever a statement or provision in this Agreement is followed by words denoting inclusions or examples (such as “including” or “such as” or “by way of example”) and then a list of, or reference to, specific matters or items, such list or reference shall not be read as to limit or restrict the generality of such statement or provision, even though words such as “without limitation” or “without limiting the generality of the foregoing” or “but not limited to” do not precede such list or reference.

1.3 Headings

The table of contents hereto and the headings of any article, section or part thereof are inserted for purposes of convenience only and do not form part hereof.

ARTICLE 2 NON-RELOCATION

2.1 Maintenance of Existence and the Franchise; Province and City Ties.

- (a) At all times during the Term, CSEC shall maintain its existence as a limited partnership formed under the laws of the Province of Alberta and shall not dissolve or liquidate without the prior written consent of The City.
- (b) At all times during the Term, CSEC shall:
 - (i) maintain the membership of the Calgary Flames in the NHL in good standing in accordance with the NHL Rules and Regulations;
 - (ii) hold, maintain, and defend the right of the Calgary Flames to play hockey as a member of the NHL and in The City of Calgary; and
 - (iii) oppose the adoption of any NHL Rules and Regulations that contradict any of the terms of this Agreement;
 - (iv) upon written request from The City, provide The City with a copy of the NHL Rules and Regulations that CSEC obtains or has received from the NHL and all other agreements of any type between, on one hand, CSEC and any of its Affiliates, and on the other, the NHL; provided that CSEC is able to provide the NHL Rules and Regulations or other agreements to The City without breaching a confidentiality obligation to the NHL and provided that any provision of the NHL Rules and Regulations and other agreements may need to be forwarded to The City on the basis that The City shall not disclose all or any portion thereof to any person and that same shall be held by The City in strict confidence, in order to comply any NHL requirements;
 - (v) not knowingly or willingly violate the NHL Rules and Regulations in any manner that would result in CSEC being unable to comply with its obligations under this Agreement;
 - (vi) maintain the corporate headquarters of its general partner and its principal place of business within the city limits of Calgary, Alberta; and
 - (vii) cause the name "Calgary" to be included in the first part of the Calgary Flames' name (i.e., the "Calgary_____") and CSEC shall not include any other geographic, city, province or country reference in the Calgary Flames' name, unless such name would contravene any future NHL Rules and Regulations.

2.2 **Covenant to Play and Host.**

- (a) CSEC covenants and agrees that, from and after the Turnover Date, the Calgary Flames will play all of their Home Games in the Event Centre, except:
 - (i) for a limited number of neutral site games where the Calgary Flames are the home team, not to exceed six (6) such games during each season;
 - (ii) if any International Event or Special Event is held at the Event Centre that prevents the Event Centre from being used for any Home Game; or
 - (iii) during any period when the Event Centre is not available for public use pursuant to Section 5.9 of the Management and Lease Agreement.
- (b) CSEC covenants and agrees to use reasonable commercial efforts to obtain hosting rights for either or both of an NHL draft or an NHL All Star Game at the Event Centre within three years after the Turnover Date.

2.3 **Non-Relocation.**

At all times during the Term, CSEC, its Affiliates and their respective representatives shall not:

- (a) (i) relocate, attempt to relocate or permit the relocation of the Calgary Flames outside the boundaries of The City of Calgary, (ii) change or move the home territory of the Calgary Flames set forth under NHL Rules and Regulations in any manner that would exclude The City of Calgary, or (iii) permit or cause to occur any other event that could reasonably be expected to result in the occurrence of an event described in the foregoing clause (i) or (ii);
- (b) (i) enter into any contract that obligates the Calgary Flames to play Home Games at any location other than the Event Centre after the Turnover Date, or (ii) take any other action that causes or could reasonably be expected to cause the Calgary Flames' right to play professional hockey in the Event Centre after the Turnover Date and for the remainder of the Term to be lost or materially impaired, in each case except as permitted pursuant to Section 2.2(a); or
- (c) solicit, enter into, or participate in any negotiations or discussions with, or apply for or seek approval from, third parties, including the NHL, with respect to any agreement, legislation, or financing that contemplates, or could reasonably be expected to result in, any action that would contravene or result in contravention of any Non-Relocation Covenant.

2.4 **Manager Event of Insolvency**

If CSEC has obtained any sublease or license of all or any portion of the Event Centre from the Manager in accordance with the provisions of the Management and Lease Agreement, CSEC agrees that, if an Event of Insolvency (as defined in the Management and Lease Agreement) occurs in respect of the Manager, CSEC shall not be entitled to and shall not exercise any right which it may have under any Applicable Laws to obtain a direct lease of all or any portion of the Event Centre from The City; provided that if CSEC

is not then insolvent and CSEC promptly cures any other default of the Manager pursuant to the Management and Lease Agreement, CSEC shall have the right, on written notice to The City, to require that The City enter into a direct lease of all of the Event Centre to CSEC on substantially the same terms and conditions of the Management and Lease Agreement in effect as of the date of CSEC's notice of exercise of such right.

ARTICLE 3 TERM

3.1 Effective Date and Term.

The terms and provisions of this Agreement shall be effective as of the Effective Date and shall continue until the date that is 35 years after the Turnover Date, unless:

- (a) this Agreement is terminated earlier by the written agreement of The City and CSEC; or
- (b) the Management and Lease Agreement is validly terminated unilaterally by either The City or the Manager in accordance with the terms thereof, except where CSEC and The City have entered into a direct lease of the Event Centre in the circumstances contemplated in Section 2.4, in which case this Agreement shall continue as set forth above,

(the "Term").

ARTICLE 4 TRANSFERS

4.1 Sale, Assignment, Transfer or Lien of Calgary Flames.

- (a) CSEC shall not sell, assign or transfer, or create, grant or permit to exist any Lien in, CSEC's right, title or interest in and to the Calgary Flames or the other Collateral, unless:
 - (i) in the case of a Lien, and unless otherwise agreed by The City with respect to such Lien, the grantee has entered into an agreement with the Parties agreeing to be bound by the terms and conditions of this Agreement; and
 - (ii) subject to Section 4.1(b), in the case of a sale, assignment or transfer, CSEC has obtained the prior written approval of The City, which approval:
 - (A) shall not be unreasonably withheld or delayed by The City if the proposed purchaser, assignee or transferee (I) has been approved by the NHL as the successor owner of an NHL franchise to be operated in The City of Calgary and evidence of such approval has been provided to The City by CSEC concurrently with any such request for approval from The City, and (II) grants security to The City on substantially the same terms and

conditions as the security granted to The City by CSEC pursuant to the General Security Agreement; and

- (B) in all other instances, may be withheld or conditioned by The City in its sole discretion.
- (b) Any sale, assignment or transfer permitted in accordance with Section 4.1(a)(ii) shall be subject to CSEC executing and causing the purchaser, assignee or transferee to execute an assumption agreement in favour of The City, in a form satisfactory to The City, acting reasonably, whereby such purchaser, assignee or transferee agrees to comply with and be bound by all of the terms, covenants and conditions contained in this Agreement as if such purchaser, assignee or transferee has originally executed this Agreement, and CSEC causing the purchaser, assignee or transferee to grant security to The City on substantially the same terms and conditions as the security granted to The City by CSEC pursuant to the General Security Agreement.
- (c) Any purported sale, assignment, transfer made or Lien created or granted contrary to this Section 4.1 shall be void and of no effect.
- (d) In any of the circumstances in this Section 4.1 where a sale, assignment or transfer has been effected by CSEC with the requisite approval of The City, then CSEC shall be released of all of its obligations hereunder from and after the effective date of such sale, assignment or transfer.
- (e) The Parties acknowledge that any sale, assignment or transfer of, or any Lien which is created, granted or permitted to exist in, CSEC's right, title or interest in and to the Franchise shall be subject to the provisions of any required NHL Cooperation Agreement and any applicable Rules, Regulations or policies of the NHL relating to the transfer of the Franchise.

ARTICLE 5 DEFAULTS AND REMEDIES

5.1 Agreements and Acknowledgments; Equitable Relief.

- (a) CSEC acknowledges and agrees as follows:
 - (i) CSEC's obligations under the Non-Relocation Covenants are unique, are the essence of the bargain, are basic conditions of this Agreement and are essential consideration for this Agreement and the other agreements being entered into by The City and CSEC in connection with the Event Centre;
 - (ii) the Calgary Flames are extraordinary and unique and under the organization of professional hockey by and through the NHL, the Calgary Flames may not be able to be replaced with another NHL team in The City of Calgary;

- (iii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by The City, would be difficult, if not impossible, to ascertain;
- (iv) that the obligations of CSEC under the Non-Relocation Covenants are absolute, irrevocable and unconditional, except as expressly provided herein, and shall not be released, discharged, limited or affected by any right of setoff or counterclaim that CSEC may have to the performance thereof;
- (v) The City is directly committing significant funds to the development of the Event Centre, and but for CSEC's commitment under this Agreement, including its commitment to cause the Calgary Flames to play their Home Games in the Event Centre as provided herein, The City would not have agreed to directly commit any funding for the Event Centre;
- (vi) having the Calgary Flames play their Home Games in the Event Centre as provided herein provides a unique value to The City, including generating new jobs, additional revenue sources, economic development and increased tourism; and
- (vii) significant obligations are being incurred by The City to make the Event Centre available for Home Games and any Non-Relocation Default shall constitute immediate, unique, continuing and irreparable harm to The City for which monetary damages or other remedies at law will not be an adequate remedy.

Accordingly, the Parties acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against CSEC, and that equitable relief by way of a decree of specific performance or an injunction (including specific performance requiring the Calgary Flames to play their Home Games at the Event Centre in accordance with this Agreement or an injunction barring the Calgary Flames from relocating or playing their Home Games at any location other than the Event Centre in violation of this Agreement) is the only appropriate remedy for the enforcement of this Agreement, and in the event of any Non-Relocation Default or if The City, acting reasonably, anticipates that a Non-Relocation Default may occur, The City shall be entitled, without bond or any other security, and without any further demonstration of irreparable harm, balance of harms, consideration of the public interest, or inadequacy of monetary damages, to equitable relief, including, without limitation, specific performance or injunctive relief compelling CSEC to fully comply and to cause the Calgary Flames to fully comply with the Non-Relocation Covenants.

- (b) CSEC, in specific recognition and appreciation of the factors described in Section 5.1(a), waives the right to assert any defence that any such breach can be compensated adequately in damages and any right it may have to object to or to raise any defense to any actual or requested award of the remedy of specific performance or other equitable relief in any action brought by or on behalf of The City in respect of a Non-Relocation Default in accordance herewith.

- (c) CSEC agrees and irrevocably stipulates that the rights of The City to equitable relief, including without limitation, injunctive relief and specific performance shall not constitute a "claim" pursuant to bankruptcy or creditor protection or arrangement legislation and shall not be subject to discharge or restraint of any nature in bankruptcy or creditor protection or arrangement proceedings.
- (d) CSEC shall not, and shall use reasonable commercial efforts such that any of its secured lenders shall not, support any transaction, including any plan of arrangement or otherwise, that would not honour or would otherwise be contrary to the terms of this Agreement.

ARTICLE 6 REPRESENTATIONS

6.1 Representations and Warranties of CSEC.

CSEC represents and warrants as of the date hereof as follows and acknowledges that The City is relying on such representations and warranties in connection with the transactions contemplated by this Agreement:

- (a) CSEC is a limited partnership duly formed, organized and subsisting under the laws of the Province of Alberta and its general partner is a corporation duly incorporated, organized and subsisting under the laws of the Province of Alberta;
- (b) CSEC (by its general partner) has the power, authority, financial capacity, approval and right:
 - (i) to enter into and deliver this Agreement; and
 - (ii) to perform its obligations under and as contemplated to be performed pursuant this Agreement;
- (c) this Agreement constitutes a valid and legally binding obligation of CSEC, enforceable against CSEC in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court;
- (d) the entering into and the delivery of this Agreement and the performance of the obligations of CSEC hereunder will not result in the violation of:
 - (i) any of the provisions of the limited partnership agreement, constating documents or by-laws of CSEC or its general partner;
 - (ii) any agreement or other instrument to which CSEC is a party or by which CSEC is bound;
 - (iii) any Applicable Laws, bylaws, ordinances, rules and regulations of any Governmental Authority having jurisdiction; or
 - (iv) any obligations of CSEC to, or the requirements of, the NHL;

- (e) CSEC has obtained all necessary approvals and consents from the NHL to enter into, deliver and perform this Agreement;
- (f) CSEC is the legal and beneficial owner of the Calgary Flames and the other Collateral, in each case free and clear of all Liens (other than the Liens set out in Schedule B to the General Security Agreement);
- (g) there are no actions, suits or proceedings, or circumstances which could reasonably be expected to result in an action, suit or proceeding, that are pending or threatened against or affecting CSEC or its undertakings, property or assets or that could be reasonably expected to have an adverse effect on its ability to carry out its obligations in this Agreement, whether at law or equity, in or before any court or any Governmental Authority; and
- (h) CSEC is in good standing under any and all contracts, licenses, permits and undertakings to which it is a party or subject to, as the case may be, where failure to be in good standing is reasonably likely to have an adverse effect on its ability to carry out its obligations in this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Entire Agreement.

This Agreement, together with the other agreements contemplated by this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, understandings, negotiations, proposals, representations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement and in the other agreements contemplated by this Agreement.

7.2 Amendments.

No modification or amendment of this Agreement or of any of its conditions or provisions shall be binding upon The City or CSEC unless in writing signed by The City and CSEC.

7.3 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

7.4 Enforceability.

Save and except for any provisions or covenants contained herein which are fundamental to the subject matter of this Agreement (including the Non-Relocation Covenants), the invalidity or unenforceability of any provisions of this Agreement or any covenants herein contained will not affect the validity or enforceability of any other

provision or covenants hereof or herein contained and any such invalid provisions or covenants will be deemed to be severable. Each provision and covenant herein contained will be separately valid and enforceable to the fullest extent permitted by law.

7.5 Waivers.

No failure by The City or CSEC to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any other or subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

7.6 Successors and Assigns.

Each Party binds itself and its successors and authorized assigns to the other and to the successors and authorized assigns of the other party with respect to all covenants of this Agreement.

7.7 Notices.

- (a) Any notice herein provided or permitted to be given by CSEC to The City in connection with this Agreement shall be in writing and shall be sufficiently given if delivered to The City by personal delivery or written electronic communication which results in a written or printed notice at:

The City of Calgary
8th Floor, 800 Macleod Trail SE
Calgary, Alberta T2G 2M3

Attention: City Manager
Fax No.: 403-268-2578

with a copy to:

The City of Calgary
8th Floor, 800 Macleod Trail SE
Calgary, Alberta T2G 2M3

Attention: City Solicitor
Fax No.: 403-268-4634

- (b) Any notice herein provided or permitted to be given by The City to CSEC in connection with this Agreement shall be in writing and shall be sufficiently given if delivered to CSEC by personal delivery or written electronic communication which results in a written or printed notice at:

c/o Calgary Sports and Entertainment Corporation
555 Saddledome Rise SE
Calgary, Alberta T2G 2W1

Attention: President and Chief Executive Officer
Fax No.: [REDACTED]

with a copy to:

Norton Rose Fulbright Canada LLP
Suite 3700, 400 - 3rd Avenue S.W.
Calgary, Alberta T2P 4H2

Attention: Brad Hayden
Fax No.: [REDACTED]

- (c) Either Party may at any time give notice in writing to the other of any change of address of the Party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address for such Party for the giving of notice hereunder.
- (d) Any notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery unless delivered after 5:00 pm or on a day that is not a Business Day, in which case it shall be deemed to have been effectively given on the Business Day next following the day it was sent. Any notice, if sent by facsimile, shall be deemed to have been validly and effectively given and received on the date of transmission unless delivered after 5:00 pm or on a day that is not a Business Day, in which case it shall be deemed to have been effectively given on the Business Day next following the day it was sent.
- (e) The word "notice" in this Section 7.7 shall be deemed to include any request, demand, approval, statement or other writing or communication in this Agreement provided or permitted to be given by The City to CSEC or by CSEC to The City.

7.8 Counterparts and Electronic Execution.

This Agreement may be executed in counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the date first above written. An executed copy of this Agreement may be delivered by any party hereto by facsimile or other electronic means. In such event, such party shall forthwith deliver to the other parties hereto a copy of this Agreement executed by such party.

7.9 Further Assurances.

Each of the Parties shall execute and deliver all such further documents and do such further acts as the other Party may reasonably request to give full effect to this Agreement.

7.10 No Partnership or Joint Venture.

Nothing contained in this Agreement is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between CSEC and The City.

7.11 Capacity of The City.

Nothing in this Agreement shall constitute the granting by the municipality of The City of Calgary of any approval or permit as may be required pursuant to the *Municipal Government Act* (Alberta) or any other legislation in force in the Province of Alberta. Nothing in this Agreement restricts the municipality of The City of Calgary, its Council, its officers, employees or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a Governmental Authority or Approving Authority.

7.12 Time.

Time shall in all respects be of the essence hereof.

7.13 Third Parties.

None of the rights or obligations hereunder of any party shall enure to the benefit of or be enforceable by any party other than the parties to this Agreement and their respective successors and permitted assigns.

7.14 NHL Requirements.

It is acknowledged, understood and agreed that, notwithstanding anything in this Agreement or any other Operative Document to the contrary, (a) the exercise by The City of remedies under any Operative Document will be made in accordance with the terms and provisions of the NHL Letter Agreement, the terms, conditions and provisions of which each of the parties to any Operative Document has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the NHL Letter Agreement and the terms of any Operative Document (including without limitation this Agreement), the terms of the NHL Letter Agreement will control. All capitalized terms used in this Section and not defined in this Section are defined in that certain letter agreement, dated October 5, 2023, by and among the NHL, The City, Calgary Flames Limited Partnership, CSEC and the other parties thereto, as the same may be amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time (the "**NHL Letter Agreement**"). For the avoidance of doubt, CSEC acknowledges and agrees that nothing herein or in any other Operative Document shall give any Club Party an independent right to invoke or enforce any right or remedy set forth in the NHL Letter Agreement

7.15 Freedom of Information and Protection of Privacy Act

The Parties acknowledge that The City is subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, Chapter F-25 ("**FOIP**"), as amended, revised or substituted from time to time and, notwithstanding anything contained in this Agreement, that information submitted to and

in the possession of The City is governed by FOIP and may be eligible for disclosure in accordance with the requirements of same. In each case, if The City at any time receives a request for access to any CSEC information pursuant to FOIP, The City shall, unless prohibited by Applicable Law, withhold any CSEC information as required by FOIP. For clarity, the Parties acknowledge that this Agreement shall be made public.

[Remainder of page intentionally blank - Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Non-Relocation Agreement as of the date first above written.

THE CITY OF CALGARY

By: _____

Name: David Duckworth

Title: City Manager

**CALGARY SPORTS AND
ENTERTAINMENT CORPORATION, in its
capacity as general partner for and on
behalf of CALGARY FLAMES LIMITED
PARTNERSHIP**

By: _____

Name: John Bean

Title: President and CEO

By: _____

Name: Cameron Olson

Title: Executive Vice President and
CFO

IN WITNESS WHEREOF, the parties have executed this Non-Relocation Agreement as of the date first above written.

THE CITY OF CALGARY

By: _____
Name: David Duckworth
Title: City Manager

CALGARY SPORTS AND ENTERTAINMENT CORPORATION, in its capacity as general partner for and on behalf of CALGARY FLAMES LIMITED PARTNERSHIP

By: _____
Name: John Bean
Title: President and CEO

By: _____
Name: Cameron Olson
Title: Executive Vice President and CFO