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EXHIBITION PLACE

February 24, 2011

ACTION REQUIRED

To: The Board of Governors of Exhibition Place

From: Dianne Young
Chief Executive Officer

Subject: **General Motors Canada Ltd. – Sponsorship Agreement**

Summary:

This report seeks approval of a sponsorship agreement between the CNEA and General Motors Canada Ltd. (GMCL) for the period of the annual Fair in 2011, 2012 and 2013.

Recommendations:

It is recommended that the Board:

- (1) Approve a three-year agreement between the CNEA and General Motors Canada Ltd. as outlined in this report and on such terms and conditions satisfactory to the CNEA General Manager and the CNEA Solicitor; and**
- (2) Direct that the confidential report contained in Attachment 1 to this report not be released publicly in order to protect the competitive position and future economic interests of the CNEA and the Board.**

Decision History:

At its meeting of February 24, 2011, the Board of Directors of the CNEA considered and recommended this report for approval by the Board.

Issue Background:

Pursuant to the CNEA by-laws, if an agreement term exceeds one year it requires approval by the Board of Governors of Exhibition Place.

Comments:

The proposed terms and conditions of an agreement between the Board and General Motors Canada Limited (GMCL) are very similar to the previous agreement (although the sponsorship revenue has increased substantially) and are as follows:

GMCL will receive the following sponsorship entitlements:

- category exclusivity for automobiles
- presenting sponsor of a major show / stage
- usage of Newfoundland Drive for staging the GMCL Ride & Drive which will allow for test drives on Lakeshore Blvd. using Newfoundland Drive as an exit and entrance
- usage of NW corner area of Allstream Centre (on Princes Blvd.) for GMCL Ride & Drive registration
- three 20 X 20 event spaces throughout the grounds on NE corner of Food Building, Horse Palace line and Bandshell Park fountain
- one 20 X 80 location on Princes Blvd outside Hall C of the DEC
- one 20 X 40 event space in At Home Pavilion
- lead vehicle for nightly Mardi Gras parade

GMC will receive the following signage entitlements:

- perimeter signage – 5 banners 5' X 20' on Lakeshore Blvd., 1 banner 5' X 20' on Gardiner, 1 banner 5' X 20' on GO Train fencing at Ex Place station.
- exclusive Advertising Panel on 6 Information Booths (4' X 12'),
- logo on six CNE Information Booths located throughout the grounds
- logo on CNE Sponsor Boards, prominently located on the NE and NW sides of the Food Building,
- logo recognition on all Grounds and Train Route Maps,
- logo on sponsor signs (6' x 4') located at the Dufferin, TTC/GO and Princes' Gates,
- logo on 5 Express people movers (trains)
- logo recognition on Program Guide
- name on four Pixelboards on Lakeshore Blvd.

GMC will also receive:

- visibility on our website: www.thecx.com.
- General Admission One Day Passes (150)
- One-Day Parking Passes (75)
- Exhibitor 18-Day Non-Transferable Passes for staff (72) & Season Parking Passes (26).
- 24 tickets to CNE's private chalet on the waterfront for the three day Canadian International Air Show (8 per day)
- 10 tickets to Opening Ceremonies.
- group sales rate for purchasing additional admission passe

In addition, the substantial conditions of the agreement are as follows:

- (a) Union Agreements: General Motors Canada Limited (GMCL) shall comply with all agreements in force between the Board and any union or association with respect to Exhibition Place.
- (b) Assignment: The agreement between the Board / CNEA and General Motors Canada Limited (GMCL) shall not be assigned by General Motors Canada Limited (GMCL) without the consent of the Board / CNEA.
- (c) Taxes: General Motors Canada Limited (GMCL) shall be responsible for the payment of any and all rates, taxes or assessments that are imposed upon the Board by any taxing authority

having jurisdiction.

- (d) Insurance/Indemnity: General Motors Canada Limited (GMCL) shall provide proof of insurance in a form and amount satisfactory to the Board and containing provisions including the Board, CNEA, and the City of Toronto as additional insured with a cross liability/severability of interest clause of standard wording. Insurance shall be primary before any insurance held by the additional insured and the Board shall be entitled to thirty days notice of any intention to cancel or not to renew the policy. General Motors Canada Limited (GMCL) shall indemnify the Board, the CNEA and the City of Toronto with respect to any and all liability arising from any damage or injury as a result of the acts or omissions of General Motors Canada Limited (GMCL), or its employees or any other person for whom it is in law responsible, in the exercise of its rights under the agreement.

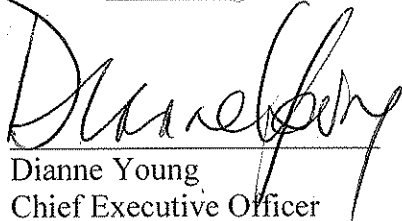
Contact:

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A handwritten signature in black ink, appearing to read "Dianne Young", written over a horizontal line.

Dianne Young
Chief Executive Officer