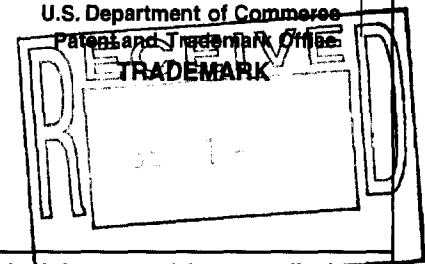


09-18-1998



100833669

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



9-14-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Date Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name
Formerly

Execution Date
Month Date Year

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/17/1998 DNGUYEN 00000254 1567617

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 75.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1793 FRAME: 0208

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,567,617"/>	<input type="text" value="2,095,997"/>	<input type="text" value="1,566,457"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,151,254"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41) \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephen B. Salai
Name of Person Signing


Signature

September 8, 1998
Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant EDMONTON INVESTORS GROUP
LIMITED PARTNERSHIP Atty. Docket: 25510/10001
Reg. No.: 1,567,617
Mark: OILERS

DESIGNATION OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

Stephen B. Salai, Brian B. Shaw and Walter J. Malinowski, whose postal address is Cumpston & Shaw, Two State Street, Suite 850, Rochester, New York 14614 are hereby designated applicant's representative, upon whom notice or process in proceedings affecting the mark may be served.

EDMONTON INVESTORS
GROUP LIMITED PARTNERSHIP

by: 

Name:

J.F. HOLE

Title:

CHAIRMAN

Date: Aug 17/98
0711.4

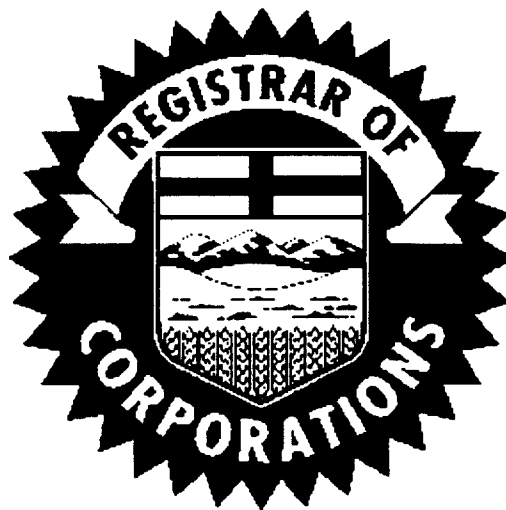
CORPORATE ACCESS NUMBER: 207839838

Alberta

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMALGAMATION**

**POCKLINGTON FINANCIAL CORPORATION
IS THE RESULT OF AN AMALGAMATION FILED ON 1998/05/05.**



TO ALL TO WHOM THESE PRESENTS MAY COME, BE SEEN OR KNOWN

I, WENDI P. CROWE

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF ALBERTA

BY ROYAL AUTHORITY DULY APPOINTED, residing at the City of Edmonton
in the said Province DO CERTIFY AND ATTEST that the paper writing hereunto
annexed are TRUE COPIES of documents produced to me and purporting to be:

1. Certificate of Amalgamation, registered Articles of Amalgamation and Proof of
Filing of Amalgamation for POCKLINGTON FINANCIAL CORPORATION
electronically registered with the office of the Registrar of Corporations for Alberta
effective May 5, 1998 and printed at the offices of Cook Duke Cox upon registration.

THE SAID COPIES having been compared by me with the first printed original
documents from CORES, an act whereof being requested, I HAVE GRANTED the
same under my notarial form and seal of office to serve and avail as occasion shall or
may require.

IN TESTIMONY WHEREOF I have hereto subscribed by name and affixed my seal
of office at the City of Edmonton, in the Province of Alberta on the 5th day of May,
1998.



A Notary Public in and for the Province
of Alberta
WENDI P. CROWE

**Articles of Amalgamation
For
POCKLINGTON FINANCIAL CORPORATION**

Classes of Shares: SEE SCHEDULE
Number of Directors:
Maximum Number of Directors : 7
Minimum Number of Directors: 1
Restrictions on Business To: NONE
Restrictions on Business From: NONE
Restrictions on Share Transfers: SEE SCHEDULE
Other Rules or Provisions: SEE SCHEDULE

Registration Authorized By: JOSEPH W. YURKOVICH
SOLICITOR

SCHEDULE

3. THE CLASSES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE.

3.1 AUTHORIZED CAPITAL

The Corporation is authorized to issue:

- (a) an unlimited number of Class "A" Shares;
- (b) an unlimited number of Class "B" Shares;
- (c) an unlimited number of Class "C" Shares;
- (d) an unlimited number of Class "D" Shares;
- (e) an unlimited number of Class "E" Shares; and
- (f) an unlimited number of Class "F" Preferred Shares.

3.2 THE SPECIAL RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHING TO THE CLASS OF SHARES OTHER THAN THE CLASS "F" PREFERRED SHARES:

(a) Voting

The holders of Class "A" Shares shall be entitled to vote at all meetings of the shareholders of the Corporation except meetings at which only holders of a specified class of shares are, by the provisions of the Business Corporations Act, entitled to vote. The Class "B" Shares, Class "C" Shares, Class "D" Shares, Class "E" Shares and Class "F" Preferred Shares shall be non-voting, subject always to the provisions of the Business Corporations Act.

(b) Dividends

(i) No Preference

The holders of the Class "B" Shares, Class "C" Shares, Class "D" Shares and Class "E" Shares (the "Redeemable Shares") shall in each year, at the discretion of the Directors, but without preference or priority with respect to payment of dividends to holders of any other class of shares, be entitled out of all or any profits or surplus available for dividends, to non-cumulative dividends at a rate equal to the prescribed rate of interest for the purposes of subsection 256(1.1) of the Income Tax Act as of the time of issuance of the first issued shares of the particular class (the "Prescribed Rate") on the Redemption Amount thereof (as described in paragraph 3.2(c)(i) herein) as may be determined by the Directors, payable at such time or times and at such place or places as the Directors may determine. The said dividends shall be non-cumulative, whether earned or not earned, and if in any fiscal year the Directors in their discretion shall not declare the said dividends or any part thereof, then the right of the holders of the Redeemable Shares of any such class to such dividends or any greater dividend than the dividend actually declared for the fiscal year shall be extinguished. The holders of the Redeemable Shares shall in no circumstances be entitled to any dividends other than or in excess of the non-cumulative dividends at the Prescribed Rate as herein provided for.

(ii) Exclusive

The holders of each share of every class of shares shall be entitled to receive dividends as and when declared by the Directors, acting in their sole discretion, which dividends may be declared on one class of shares wholly or partially to the exclusion of dividends in respect of any other class of shares.

(iii) Restriction on Dividends

No dividends or distributions of any kind whatsoever shall be declared or made in respect of any shares of the Corporation which would be contrary to any applicable law or which would have the effect of reducing the net assets, including goodwill, of the Corporation to an amount insufficient to enable the redemption by the Corporation, at the aggregate of the Redemption Amounts, of the issued and outstanding Redeemable Shares and Class "F" Preferred Shares, together with the amount of any dividends declared but not paid in respect of the issued and outstanding Redeemable Shares.

(c) Redemption Amounts of Redeemable Shares

(i) Formula for Calculation of Redemption Amount

The Redemption Amount for each Redeemable Share of a class shall be equal to the fair market value of the property or issued shares of the Corporation of a different class (the "Assets") for which Redeemable Shares of the class were issued by the Corporation (the "Asset Value"), less the aggregate value of any non-share consideration given or assumed by the Corporation as partial consideration for the Assets (the "Non-Share Value"), all divided by the number of Redeemable Shares of the class issued in exchange for the Assets.

(ii) Fair Market Value Adjustment

Notwithstanding the provisions of the foregoing paragraph 3.2(c)(i) hereof, if the Minister of National Revenue, the Provincial Treasurer for the Province of Alberta, their authorized representative or any similar authority shall assess or reassess the Corporation or its shareholders for income tax (or propose such an assessment or reassessment) on the basis of an assumption or determination that the Asset Value or the Non-Share Value should have been a greater or lesser amount than the amount determined upon issuance of any particular Redeemable Share, or if any such determination shall be made by agreement between the Corporation and all of the holder of the Redeemable Shares of that class, then the Asset Value shall be adjusted (the "Adjusted Asset Value") or the Non-Share Value shall be adjusted (the "Adjusted Non-Share Value"), as the case may be, and shall be deemed to be:

(A) subject to subparagraph (C), hereof, the fair market value of the Assets or the Non-Share Value as determined by the person making or proposing such determination, provided that the Directors agree that it is accurate; or

(B) subject to subparagraph (C) hereof, where the Directors do not agree that the person's determination is accurate, the fair market value of the Assets or the Non-Share Value as determined by a qualified person whom the Directors shall appoint to make that redetermination forthwith following the making or proposing of the person's determination; or

(C) where any such determination, assessment or reassessment is the subject of an appeal to a Court of competent jurisdiction, the fair market value of the Assets or the Non-Share Value as determined by that Court.

(iii) Adjustment of Redemption Amount

In the event of a determination of an Adjusted Asset Value or an Adjusted Non-Share Value, then the Redemption Amount payable for each Redeemable Share of a class issued in exchange for the Assets shall be adjusted by the Directors and shall be equal to the Adjusted Asset Value (or, if there has been no adjustment, the Asset Value) less the Adjusted Non-Share Value (or, if there has been no adjustment, the Non-Share Value), all divided by the total number of Redeemable Shares of the class issued in exchange for the Assets. If any Redeemable Share of

the class shall have been redeemed or any dividends shall have been declared thereon prior to the Redemption Amount thereof being adjusted as aforesaid, any resulting over-payment by the Corporation shall be a debt due on demand to the Corporation from the holder of such Redeemable Share and any resulting under-payment shall be a debt due on demand from the Corporation to the holder of such Redeemable Share.

(d) Redemption Procedure

Subject to the provisions of the Business Corporations Act, the Corporation may, upon giving notice as hereinafter provided, redeem the whole or any part of the Redeemable Shares of any class on payment for each Redeemable Share to be redeemed of the Redemption Amount thereof, together with all dividends declared thereon and unpaid. If at any time only part of the then outstanding Redeemable Shares of any class are to be redeemed, the redemption shall be pro rata from the holders of the Redeemable Shares of that class, provided that the Directors may make such adjustments as shall be necessary to avoid the redemption of fractional parts of the Redeemable Shares of the class. Unless waived by the registered holder of the shares to be redeemed, the Corporation shall give not less than thirty (30) days notice in writing of such redemption by mailing such notice to the registered holder of each Redeemable Share to be redeemed, specifying the date and place or places of redemption. If notice of any such redemption be given by the Corporation in the manner aforesaid and an amount sufficient to redeem such shares be deposited with any trust company or chartered bank in Canada as specified in the notice on or before the date fixed for redemption, dividends on the Redeemable Shares to be redeemed shall cease after the date so fixed for redemption and the holders thereof shall thereafter have no rights against the Corporation in respect thereof except, upon the surrender of certificates for such Redeemable Shares, to receive payment therefor out of the monies so deposited. Upon the amount sufficient to redeem such Redeemable Shares being deposited with any trust company or chartered bank in Canada as aforesaid, notice shall be given to the holders of the Redeemable Shares called for redemption who have failed to present the certificates representing such Redeemable Shares within two (2) months of the date specified for redemption, to the effect that the monies have been so deposited and may be obtained by the holders of the said Redeemable Shares upon presentation of the certificates representing such Redeemable Shares for redemption at the said trust company or chartered bank in Canada. If any part of the total monies so deposited has not been paid to or to the order of the respective holders of the Redeemable Shares which were called for redemption within two (2) years after the date upon which such deposit was made or the date specified for redemption in the said notice, whichever is the later, such balance of monies remaining in the account shall be returned to the Corporation without prejudice to the rights of the holders of the Redeemable Shares being redeemed to claim the monies so deposited without interest from the Corporation.

(e) Retractable

Each holder of a Redeemable Share of any class has the right, exercisable by depositing the holder's share certificate with the Corporation at its registered office, to require the Corporation to redeem such Redeemable Share within thirty (30) days after the date the certificate is deposited, for an amount equal to one hundred (100%) per cent of the Redemption Amount of the Redeemable Share so deposited, together with all dividends declared thereon and unpaid. The Corporation will not be obligated to redeem any Redeemable Share pursuant to this provision if and so long as the redemption would be contrary to any applicable law.

3.3 THE SPECIAL RIGHTS, PRIVILEGES, RESTRICTIONS AND

CONDITIONS ATTACHING TO THE CLASS "F" PREFERRED SHARES:

(a) Purpose

The Class "F" Preferred Shares shall be issued in furtherance of the Edmonton Location Agreement dated for reference July 14, 1994 and made among Peter H. Pocklington ("Pocklington"), Pocklington Financial Corporation ("PFC"), The City of Edmonton ("City"), Economic Development Edmonton ("EDE"), Edmonton Northlands ("Northlands"), Province of Alberta Treasury Branches ("ATB") and Edmonton Oilers Hockey Corp. ("EOHC"), as amended and supplemented by the Assumption Agreements.

(b) Stated Capital Account

In accordance with the provisions of subsection 26(3) of the Business Corporations Act, on the issuance of Class "F" Preferred Shares in exchange for property or shares of another class, the directors of the Corporation may add to the stated capital account maintained for the Class "F" Preferred Shares the whole or any part of the amount of the consideration received by the Corporation in the exchange.

(c) Redemption Amount

The price or consideration payable entirely in lawful money of Canada at which each Class "F" Preferred Share shall be redeemed (the "Class "F" Redemption Amount") as provided for in subsection 3.3(h) shall be the sum of \$10.00.

(d) Voting Rights

(i) Subject to paragraph 3.3(d)(iii) below and subsection 3.3(k), registered holders (the "Holders") of the Class "F" Preferred Shares shall not have any voting rights with respect to their Class "F" Preferred Shares for the election of directors or for any other purpose.

(ii) Notwithstanding paragraph 3.3(d)(i) hereof, the Holders shall be entitled to notice of, to receive all information provided to the directors and other shareholders of the Corporation relating to a Specified Event (as herein defined), and to attend all directors' and shareholders' meetings at which any matter relating to a Specified Event (as herein defined) may be raised, discussed, voted upon, or otherwise dealt with.

(iii) The Holders shall be entitled to vote their Class "F" Preferred Shares at any meeting of the shareholders of the Corporation in respect of any matter relating to a Specified Event (as herein defined). For each Class "F" Preferred Share held, a Holder shall be entitled to one vote.

(iv) Notwithstanding paragraph 3.3(d)(i) hereof or any other provision to the contrary in the Articles of the Corporation, any resolution, consent, authorization, approval, direction, determination or other act of the shareholders of the Corporation in favour of or otherwise permitting or authorizing any action or matter relating to a Specified Event (as herein defined) shall require the affirmative vote by each of the Holders of the Class "F" Preferred Shares held by that Holder in addition to any other required approval.

(v) Unless each of the Holders agrees otherwise in writing, for the purposes of this subsection 3.3(d), the term "Specified Event" shall mean any of the following events:

(A) the taking, directly or indirectly, of any action to cause the relocation of the Edmonton Oilers or the NHL Franchise from the City of Edmonton;

(B) the taking, directly or indirectly, of any action to cause the deletion of Edmonton from the name of the member hockey club in the NHL pursuant to the NHL Franchise;

(C) except in Exceptional Circumstances, the taking, directly or indirectly, of any action to cause the playing of any of the Games outside the City of Edmonton and, except as permitted by the License Agreement, in any venue or arena other than at the Coliseum;

(D) the taking, directly or indirectly, of any action to cause the loss, revocation, surrender, resignation, cancellation, forfeiture or termination of the membership of the Corporation in the NHL or of the NHL Franchise;

(E) except as specifically permitted in the Edmonton Location Agreement, the amendment, transfer or disposition or permitting the amendment, transfer or disposition of the Hockey Assets or any interest in any of them, the consequence of which could result in the relocation of the NHL Franchise or the Edmonton Oilers from the City of Edmonton or, except in Exceptional Circumstances, could result in the playing of Games in other than the City of Edmonton or, except as permitted by the License Agreement, other than at the Coliseum without obtaining to the complete satisfaction of legal counsel for EDE and Northlands, respectively, acting reasonably:

(1) covenants in favour of EDE and Northlands identical in content and purpose to the Edmonton Covenants;

(2) rights equivalent to the rights which are attached to the Class "F" Preferred Shares and the rights of each of EDE and Northlands under the Unanimous Shareholder Agreement;

(3) a security interest identical in content and purpose to the security interest in Article 5.1 of the Edmonton Location Agreement; and

(4) covenants identical in content and purpose to those in Article XI of the Edmonton Location Agreement;

(F) except for security interests in favour of ATB as contemplated in the Edmonton Location Agreement, the creation or permitting the creation of new security interests in any of the Hockey Assets unless:

(1) the proposed secured party is dealing with the Corporation in good faith;

(2) the proposed secured party is dealing with Pocklington and the Corporation at arm's length (as that term is defined in the Income Tax Act (Canada));

(3) neither of Pocklington and the Corporation is in default in the observance or performance of any covenant on the part of either of them in the Unanimous Shareholder Agreement or in the Edmonton Location Agreement;

(4) the proposed secured party has given to the complete satisfaction of legal counsel for EDE and Northlands, respectively, acting reasonably, covenants in favour of EDE and Northlands, substantially identical in content and purpose to the covenants in Articles 10.5, XI and XII of the Edmonton Location Agreement; and

(5) the NHL has consented to the creation of the new security interest in the Hockey Assets, if consent is required;

(G) except in circumstances where the Corporation has amended, transferred or disposed or permitted the amendment, transfer or disposition of its interest in the membership of the Corporation in the NHL, the NHL Franchise and the Edmonton Oilers in full compliance with the provisions of the Unanimous Shareholder Agreement, the Articles and the Edmonton Location Agreement, the taking, directly or indirectly, of any action to cause the Corporation to fail to maintain its status as a member in good standing of the NHL, to fail to keep in full force and effect and in good standing the NHL Franchise, to fail to operate the Edmonton Oilers or to fail to promptly comply with all provisions of the NHL Constitution and other requirements of the NHL or any committee, board or governor or officer thereof or any agreement with the NHL or any member thereof;

(H) the taking or institution of any action which could result in the reorganization, voluntary winding up or voluntary dissolution of the Corporation, the amalgamation, consolidation or merger of the Corporation with any corporation, partnership, joint venture or firm, or a voluntary change, directly or indirectly, of the ownership or control of the Corporation or the Hockey Assets, without obtaining to the complete satisfaction of legal counsel for EDE and Northlands, respectively, acting reasonably:

(1) covenants in favour of EDE and Northlands identical in content and purpose to the Edmonton Covenants;

(2) rights equivalent to the rights which are attached to the Class "F" Preferred Shares and the rights of each of EDE and Northlands under the Unanimous Shareholder Agreement;

(3) a security interest identical in content and purpose to the security interest in Article 5.1 of the Edmonton Location Agreement; and

(4) covenants identical in content and purpose to those in Article XI of the Edmonton Location Agreement;

Provided that the Corporation may grant security to and enter into agreements with ATB pertaining to credit facilities provided or to be provided by ATB, and the granting of any such security or the entering into of any such agreement shall not constitute a Specified Event.

(vi) In this Section 3.3 the following terms shall have the following meanings:

(A) "Assumption Agreements" means the agreements dated the 28th day of July, 1995 and the 31st day of July, 1996 amending and supplementing the terms of the Edmonton Location Agreement;

(B) "Coliseum" means that arena in the City of Edmonton which, at the date hereof, is commonly known as the Edmonton Coliseum;

(C) "Covenant To Stay" means the covenants of Pocklington, PFC and EOHC contained in Article III of the Edmonton Location Agreement;

(D) "Edmonton Covenants" means the Covenant to Stay and the Location Covenant;

(E) "Edmonton Location Agreement" means the agreement dated for reference July 14, 1994 made among Peter H. Pocklington, Pocklington Financial Corporation, The City of Edmonton, Economic Development Edmonton, Edmonton Northlands, Province of Alberta Treasury Branches and Edmonton Oilers Hockey Corp., as amended and supplemented by the Assumption Agreements;

(F) "Edmonton Oilers" means the hockey team which is a member club of and in the NHL pursuant to the NHL Franchise;

(G) "Exceptional Circumstances" means any emergency situation beyond the physical control of the owner of the NHL Franchise and the Edmonton Oilers;

(H) "Franchise Agreement" means that agreement dated May 24, 1979, as amended, granting membership in the NHL in respect of the Edmonton Oilers;

(I) "Games" means all NHL pre-season, regular season and post-season home games of the Edmonton Oilers but excluding neutral site games as determined by the NHL;

(J) "Hockey Assets" means the NHL Franchise, the Edmonton Oilers, players contracts, coaching contracts, draft rights and hockey equipment;

(K) "License Agreement" means the agreement among Northlands, EOHC and Coliseum Management Inc. dated for reference the 14th day of July, 1994, relating to the license of, inter alia, the Coliseum;;

(L) "Location Covenant" means the covenants of Pocklington, PFC and EOHC contained in Article IV of the Edmonton Location Agreement;

(M) "NHL" means the National Hockey League or any successor thereto;

(N) "NHL Franchise" means the franchise and other rights granted to the Corporation by the NHL pursuant to the Franchise Agreement entitling the Corporation to operate the Edmonton Oilers as a member club of and in the NHL including every franchise to operate a hockey team as a member club of and in the NHL in succession, substitution, exchange or replacement thereof; and

(O) "Unanimous Shareholder Agreement" means the unanimous shareholder agreement in respect of Oilers Hockey Inc. ("OHI") dated for reference the 1st of August, 1996, among Pocklington, Pocklington Management Inc., Pocklington Financial (1996) Corporation, PFC, Pocklington Sports Corp., EDE, Northlands, ATB and OHI;

(e) Dividend Rights

The Holders of Class "F" Preferred Shares shall not be entitled to receive, and the Corporation shall not pay, any dividends in respect of the Class "F" Preferred Shares.

(f) Return of Capital

Upon the liquidation, dissolution or winding-up of the Corporation, whether voluntary or otherwise, or other distribution of the assets of the Corporation or repayment of capital to its shareholders for the purpose of winding up its affairs, the holders of the Class "F" Preferred Shares shall be entitled to receive for each such share, in priority to the holders of Class "A" Shares, the Class "F" Redemption Amount. After the payment to the holders of the Class "F" Preferred Shares of the Class "F" Redemption Amount for each such share as aforesaid, the holders of the Class "F" Preferred Shares shall have no right or claim to any of the remaining assets of the Corporation.

(g) Parity Relationship

If upon distribution of the remaining assets of the Corporation upon any liquidation, dissolution or winding-up, whether voluntary or otherwise, or other distribution of the assets of the Corporation or repayment of capital to shareholders of the

Corporation for the purpose of winding up its affairs, the assets of the Corporation shall be insufficient to permit payment in full to the holders of Redeemable Shares and Class "F" Preferred Shares, the remaining assets of the Corporation shall be distributed to the holders of Redeemable Shares and Class "F" Preferred Shares rateably in proportion to the amounts distributable to them as provided in subsection 3.4(a).

(h) Redemption

(i) If at any time a Class "F" Preferred Share is held by a person other than Economic Development Edmonton, Edmonton Northlands, The City of Edmonton or its nominee, or Province of Alberta Treasury Branches or its nominee, then the Corporation may redeem that Class "F" Preferred Share and only that Class "F" Preferred Share, on payment of the Class "F" Redemption Amount thereof.

(ii) Notwithstanding paragraph 3.3(h)(i) hereof, at any time after June 30, 2004 but not prior to that date, upon giving notice as hereinafter provided, the Corporation may redeem all or any part of the Class "F" Preferred Shares then outstanding, on payment of the Class "F" Redemption Amount for each Class "F" Preferred Share to be redeemed.

(iii) At least 15 days before the date (the "Redemption Date") specified for redemption, the Corporation shall deliver or mail to each person, who at the date of delivery or mailing is a Holder of Class "F" Preferred Shares to be redeemed, a notice in writing of the intention of the Corporation to redeem those Class "F" Preferred Shares. That notice shall be delivered or mailed, postage prepaid, addressed to that Holder at its address as it appears in the records of the Corporation, or in the event of the address of any Holder not so appearing, then to the last known address of that Holder but the accidental failure to give any such notice to one or more of those Holders shall not affect the validity of that redemption. The notice shall set out the Class "F" Redemption Amount and the Redemption Date and, if only a portion of the Class "F" Preferred Shares held by the Holder to whom the notice is addressed is to be redeemed, then that notice shall set out the number of those Class "F" Preferred Shares to be redeemed.

(iv) On the Redemption Date, on presentation and surrender at the registered office of the Corporation or any other place designated in the notice of the certificates representing the Class "F" Preferred Shares called for redemption, the Corporation shall pay or cause to be paid to the Holders of the Class "F" Preferred Shares to be redeemed the Class "F" Redemption Amount thereof.

(v) From and after the Redemption Date, the Holders shall not be entitled to exercise any of the rights of shareholders in respect of the Class "F" Preferred Shares held by them called for redemption unless payment of the Class "F" Redemption Amount shall not be made upon presentation of the certificates in accordance with the foregoing provisions, in which case the rights of the Holders of those Class "F" Preferred Shares shall remain unaffected.

(vi) Notwithstanding subsection 3.3(h) hereof, the notice period, procedure and manner of payment for the redemption of the Class "F" Preferred Shares may be modified by a written agreement between the Corporation and each of the Holders.

(i) Transfer to Province of Alberta Treasury Branches

A Holder may at any time transfer the Class "F" Preferred Shares held by that Holder to Province of Alberta Treasury Branches or its nominee.

(j) Conflicting Rights

In the event of any conflict between the provisions of this Section 3.3 pertaining to the Class "F" Preferred Shares and the rights, privileges, restrictions and conditions attaching to any other shares in the share capital of the Corporation, the provisions of this Section 3.3 shall prevail.

(k) Amendment of Rights

The provisions of this Section 3.3 may be deleted, varied, modified, amended or amplified only with the prior written approval of each of the Holders.

(l) Interpretation

(i) Words importing the singular number only in this Section 3.3 shall include the plural number and vice versa and words importing one gender only in this Section 3.3 shall include all genders and words importing persons in this Section 3.3 shall include individuals, partnerships, corporations and any other entities, legal or otherwise.

(ii) The headings used in this Section 3.3 are for ease of reference only and shall not affect the meaning or the interpretation of this Section 3.3.

(iii) Any reference in this Section 3.3 to dollars shall be to Canadian dollars.

(iv) Time shall be of the essence in this Section 3.3.

3.4 RIGHTS ON LIQUIDATION, DISSOLUTION OR WINDING-UP OF ALL CLASSES OF SHARES:

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary;

(a) firstly, the holders of the Redeemable Shares and Class "F" Preferred Shares shall rank equally amongst themselves and shall be entitled to receive in respect of each Redeemable Share or Class "F" Preferred Share held, before distribution of any part of the assets of the Corporation amongst the holders of the shares of any other class in the capital of the Corporation, an amount equal to 100% of the Redemption Amount of such Redeemable Share or Class "F" Preferred Share and any dividends declared thereon and unpaid, but no more. In the event that less than 100% of the amount necessary for redemption of each Redeemable Share and Class "F" Preferred Share is available for distribution among the holders of the Redeemable Shares of every class and Class "F" Preferred Shares, then the holders of the Redeemable Shares and Class "F" Preferred Shares shall be entitled to participate in such distribution in equal proportions in respect of each Redeemable Share or Class "F" Preferred Share held, firstly having regard to the respective Redemption Amounts of such Redeemable Shares and Class "F" Preferred Shares and secondly having regard to the amount of declared but unpaid dividends owing in respect of each such class; and

(b) thereafter the holders of the Class "A" Shares shall be entitled to participate equally amongst themselves in respect of each Class "A" Share held in any further distribution of the assets of the Corporation.

SCHEDULE

4. RESTRICTIONS IF ANY ON SHARE TRANSFERS.

Except as provided in subsection 3.3(i) of these Articles, no shares of the Corporation shall be transferred without the approval of the Directors of the Corporation either by a resolution passed at a Board of Directors meeting, or by an instrument or instruments in writing signed by all of the Directors.

6. OTHER PROVISIONS IF ANY.

(a) The number of shareholders of the corporation, exclusive of:

(i) persons who are in its employment or that of an affiliate, and

(ii) persons, who having been formerly in its employment or that of an affiliate were, while in that employment, shareholders of the corporation and have continued to be shareholders of that corporation after termination of that employment.

is limited to not more than fifty (50) persons, two or more persons who are joint registered owners of one or more shares being counted as one shareholder.

(b) Any invitation to the public to subscribe for securities of the corporation is prohibited.

Amalgamation - Registration Statement

Service Request Number: 294327
Alberta Corporation Type: Named Alberta Corporation
Legal Entity Name: POCKLINGTON FINANCIAL CORPORATION
French Equivalent Name:
Nuans Report Number:
Nuans Report Date:
French Name Nuans Report Number:
French Name Nuans Report Date:
REGISTERED ADDRESS
Street: 2500, 10123-99 STREET
Legal Description:
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3H1
RECORDS ADDRESS
Street: 2500, 10123-99 STREET
Legal Description:
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3H1
ADDRESS FOR SERVICE BY MAIL
Post Office Box:
City:
Province:
Postal Code:
Internet Mail ID:
Classes Of Shares and any
Maximum Number(within each class): SEE SCHEDULE
Restrictions On Share Transfers: SEE SCHEDULE
Minimum Number Of Directors: 1
Maximum Number Of Directors: 7
Restrictions On Business To: NONE
Restrictions On Business From: NONE
Other Provisions: SEE SCHEDULE
Professional Endorsement Provided:
Directors Issue Shares In Series:
Future Dating Required:
Registration Date: 1998/05/05

Directors

Last Name:	POCKLINGTON
First Name:	PETER
Middle Name:	
Street / Box Number:	2500. 10123-99 STREET
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5J 3H1
Country:	
Appointment Date:	1998/05/05
Resident Canadian:	Y
Named On Stat Dec:	Y
Status:	Active

Amalgamating Corporation - Registered In Alberta

Corporate Access Number	Legal Entity Name
206619264	POCKLINGTON SPORTS CORP.
206620965	OILERS HOCKEY INC.
203501515	350151 ALBERTA LTD.
203501499	COLISEUM PRODUCTIONS INC.
205411077	CLUB FIT INC.
206619231	POCKLINGTON MANAGEMENT INC.
207023151	POCKLINGTON FINANCIAL (1996) CORPORATION
206624454	POCKLINGTON FINANCIAL CORPORATION
206103574	COLISEUM MANAGEMENT INC.
203309240	POCKLINGTON U.S. INC.

Court Orders

Order Type	Order Date	Order Number	Judicial District	Termination Date
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Attachments

Attachment Type	Microfilm Bar Code	Date Recorded
Share Capital	ELECTRONIC	1998/05/05
Restrictions on Share Transfers	ELECTRONIC	1998/05/05
Other Rules or Provisions	ELECTRONIC	1998/05/05
Amalgamation Agreement	10000796000300403	1998/05/05
Statutory Declaration	10000596000300404	1998/05/05

**Registration Authorized By: JOSEPH W. YURKOVICH
SOLICITOR**