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September 27, 2021

**Private and Confidential**

Whistler 2020 Development Corp.  
4325 Blackcomb Way  
Whistler, BC V8E 0X5

Dear Sirs/Mesdames:

We are pleased to offer the credit facilities described below (the “**Credit Facilities**”), subject to the following terms and conditions.

**DEFINITIONS AND SCHEDULES**

The attached schedules are incorporated into this agreement by reference, Schedule “A” contains definitions of capitalized terms used and not otherwise defined in this agreement. Unless otherwise provided, all dollar amounts are in Canadian currency and accounting terms are to be interpreted in accordance with GAAP.

**BORROWER**

Whistler 2020 Development Corp. (the “**Borrower**”)

**LENDER**

Royal Bank of Canada (the “**Bank**”)

**CREDIT FACILITIES**

The aggregate amount of Facility (1) shall not exceed \$14,407,000.00 at any time.

Facility (1): \$14,407,000.00 non-revolving term facility, by way of:

- (a) RBP based loans (“**RBP Loans**”); and
- (b) Bankers’ Acceptances (“**BAs**”).

Each use of the Credit Facilities is a “**Borrowing**” and all such usages outstanding at any time are “**Borrowings**”. Schedule “B” contains notice provisions applicable to Borrowings that must be complied with. Schedule “C” contains terms and conditions applicable to Borrowings made otherwise than by way of RBP Loans which must be complied with.

**PURPOSE****Facility (1)**

Finance soft costs and hard construction costs of the Project in accordance with the Project Budget.

**AVAILABILITY****Facility (1)**

The Borrower may borrow up to the amount of this term facility, provided:

- (a) if the initial Borrowing under this facility does not occur before October 31, 2021, the Bank may, at its sole discretion, cancel this facility and the Bank will be under no obligation to advance any funds hereunder;
- (b) at any time after September 30, 2022, or such later date as may be agreed upon by the Bank and the Borrower, any unutilized portion of this facility shall be cancelled by the Bank;
- (c) an Event of Default shall not have occurred and be continuing at the time of any Borrowing;
- (d) Borrowings are to be made by way of progress advances no more frequently than monthly, shall only be used to pay Project cost items provided for in the Project Budget and the maximum total loan amount available will be determined as follows:
  - (i) Actual costs to date, established to the Bank's satisfaction for cost items provided in the Project Budget, less the sum of:
    - (a) the Borrower's required Equity Contribution;
    - (b) unpaid Project payables, excluding those to be paid from the requested Borrowing; and
    - (c) any amount due in respect of the Project Lands;must be greater than or equal to the outstanding balance of this facility (after giving effect to the requested Borrowing);
  - (ii) Costs to complete the Project, established to the Bank's satisfaction, plus:
    - (a) unpaid Project payables, excluding those to be paid from the requested Borrowing;must be less than or equal to the unutilized portion of this facility (after giving effect to the requested Borrowing);
- (e) the aggregate Borrowings outstanding under this facility must not exceed \$14,407,000.00 at any time;
- (f) all remittances for Potential Prior-Ranking Claims are current; and
- (g) the Bank will be under no obligation to advance further Borrowings if at any time the condition in (d)(ii) above is not met. The Borrower will be liable to immediately

cover any such deficiency as soon as it arises or is identified by the Bank or the Project Monitor.

## **REPAYMENT**

### **Facility (1)**

Borrowings are to be repaid from 100% of the Net Sales Proceeds received from each Lot sale. Partial discharges of the Bank's security will be provided on a per Lot basis upon receipt of the Net Sales Proceeds relative to each Lot, which will be applied to reduce Borrowings outstanding under this facility. In any event, all Borrowings outstanding under this facility shall be repayable in full by no later than September 30, 2022. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings hereunder will be such so as to enable the Borrower to meet its repayment obligations hereunder.

## **INTEREST RATES AND FEES**

### **Facility (1)**

RBP Loans:	RBP plus 1.00% per annum.
BAs:	acceptance fee of 2.25% per annum.

### **Arrangement Fee**

An arrangement fee of \$64,831.00 is payable by the Borrower upon acceptance of this agreement. This fee is non-refundable and is deemed to be earned by the Bank upon acceptance of this agreement, to compensate for time, effort and expense incurred by the Bank in approving these facilities.

## **CALCULATION AND PAYMENT OF INTEREST AND FEES**

### **RBP Loans**

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 21<sup>st</sup> day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.

### **BAs**

The Borrower shall pay an acceptance fee in advance on the date of issue of each BA at the applicable rate provided for in this agreement. Acceptance fees shall be calculated on the face amount of the BA issued and based upon the number of days in the term thereof and a year of 365 days.

### **Limit on Interest**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this agreement in excess of what is permitted by law.

### **Overdue Payments**

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

### **Equivalent Yearly Rates**

The annual rates of interest or fees to which the rates calculated in accordance with this agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

### **Time and Place of Payment**

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be

deemed to be due on the Business Day next following such day. Interest and fees payable under this agreement are payable both before and after any or all of default, maturity date, demand and judgement.

### **INCREASED COSTS**

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

### **EVIDENCE OF INDEBTEDNESS**

The Bank shall open and maintain accounts and records evidencing the Borrowings made available to the Borrower by the Bank under this agreement. The Bank shall record the principal amount of each Borrowing, the payment of principal and interest and all other amounts becoming due to the Bank under this agreement.

The Bank's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this agreement.

The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any Bank account of the Borrower for all amounts payable by the Borrower to the Bank pursuant to this agreement

### **CONDITIONS PRECEDENT – FACILITY (1) / TRANCHE 1**

The availability of any Borrowings under Facility (1) up to an aggregate maximum amount of Borrowings of \$9,025,000.00 ("**Tranche 1**") is conditional upon:

- (a) receipt of a duly executed copy of this agreement;
- (b) receipt of the security for the Borrowings and all other obligations of the Borrower to the Bank provided for herein (collectively, the "**Security**"), in form and substance satisfactory to the Bank, registered as required to perfect and maintain the security created thereby and such certificates, authorizations, resolutions and legal opinions as the Bank may reasonably require;
- (c) receipt of an appraisal in respect of the Secured Lands, completed by an appraiser acceptable to the Bank and containing findings acceptable to the Bank;
- (d) receipt of a Stage I Environmental Site Assessment in respect of the Project Lands, conducted by a consultant acceptable to the Bank and containing findings acceptable to the Bank;
- (e) receipt of a draft plan prepared by the Borrower's surveyor, architect or engineer setting forth the boundaries, areas and dimensions of the Project Lands and the Lots, the location of any encroachments, easements or rights of way and the proposed location of any improvements to the Project Lands;
- (f) receipt of a copy of the Borrower's standard form of purchase and sale agreement for the Lots, in form and content acceptable to the Bank;

- (g) receipt of confirmation, satisfactory to the Bank, that the required regulatory permits and approvals have been obtained for the Project, including, but not limited to, zoning approvals, off-site servicing agreements and on-site servicing agreements and development permits(s);
- (h) the engagement of an independent project monitor acceptable to the Bank (the **"Project Monitor"**) to act on behalf of the Bank throughout the duration of the Project at the Borrower's expense substantially on the terms and conditions contained in Schedule "D";
- (i) receipt of a detailed Project Budget, in form and substance satisfactory to the Bank, for the completion of the Project, broken down into hard and soft costs and the Project construction time schedule (the **"Project Schedule"**), as reviewed and approved by the Project Monitor;
- (j) receipt of evidence that the Borrower has injected the Equity Contribution;
- (k) receipt of a schedule of any Pre-Sales including purchaser name and current address, block number and lot number of the property being acquired, asking price, sale price and deposit status (including amount paid to date and amount and timing of deposit yet to be paid);
- (l) receipt of confirmation that fixed unit price contracts on terms and conditions satisfactory to the Bank and the Project Monitor are in place for a minimum of 60% of the hard construction costs of the Project (inclusive of all major contracts);
- (m) receipt of a certificate of insurance in respect of the Project and the Project Lands evidencing:
  - (i) wrap-up liability coverage of not less than \$5,000,000 with the Bank as an additional insured; or
  - (ii) appropriate general liability coverage of not less than \$5,000,000 with the Bank as an additional insured together with evidence that the general contractor and all material subcontractors have adequate liability coverage,in form, scope and content acceptable to the Bank; and
- (n) receipt of such financial and other information or documents relating to the Borrower as the Bank may reasonably require.

#### **CONDITIONS PRECEDENT — FACILITY (1) / TRANCHE 2**

In addition to the conditions set forth in the Conditions Precedent section above, the availability of any Borrowings under Facility (1) in excess of \$9,025,000.00 up to an aggregate maximum amount of Borrowings of \$14,407,000 (**"Tranche 2"**) is conditional upon:

- (a) Receipt of evidence satisfactory to the Bank that the Borrower has entered into Pre-Sales with an aggregate Net Sale Price of at least \$11,525,600.00; and
- (b) if the initial Borrowing under Tranche 2 does not occur before March 31, 2022, the Bank may, at its sole discretion, cancel Tranche 2 and the Bank will be under no obligation to advance any funds thereunder.

**ONGOING CONDITIONS - FACILITY (1)**

In addition to the conditions set forth in the Conditions Precedent sections above, the availability of any Borrowing under Facility (1) is conditional upon the satisfaction of each of the following conditions prior to each and every Borrowing:

- (a) receipt by the Bank of title search(es) providing evidence satisfactory to the Bank that no liens or other encumbrances are registered against the Secured Lands, except for Permitted Encumbrances;
- (b) receipt by the Bank of a Request for Advance together with a Project Monitor Certificate and Project Consultants' Certificate(s) and a Builders Lien Officers Declaration & Direction to Pay, substantially in the form of Forms A, B, C and D, contained in Schedule "D";
- (c) receipt by the Bank of an updated schedule of Pre-Sales including each purchaser's name and current address, block number and lot number of the property being acquired, asking price, sale price and deposit status (including amount paid to date and amount and timing of deposit(s) yet to be paid); and
- (d) without the prior written consent of the Bank:
  - (i) the total cost of the Project, including contingencies, not having been revised from the Approved Budget;
  - (ii) no cumulative changes to line item budgets within the overall Project Budget having been made that will materially change the scope of the Project; or
  - (iii) no changes in line item budgets that collectively reduce the contingency in excess of \$25,000.00 in any monthly report prepared by the Project Monitor having been made;

**SECURITY**

The Security shall include:

- (a) Collateral mortgage (the "**Mortgage**") in the amount of \$33,000,000.00 on the Bank's standard form constituting a first fixed financial charge on the Secured Lands, signed by RMOW as registered owner thereof, with recourse to RMOW limited solely to its registered interest in the Secured Lands and without any recourse whatsoever to any other personal or financial assets of RMOW;
- (b) First-ranking assignment of planning approvals, permits and licenses, development agreements and contracts, Project plans and specifications and certificates, engineers and land surveyors contracts in favour of the Bank;
- (c) Environmental Indemnity Agreement signed by the Borrower, satisfactory to the Bank;
- (d) Site Specific Security Agreement on the Bank's standard form signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower located at, used in connection with, or arising from the Secured Lands; and
- (e) Beneficiary authorization and charge agreement between the Borrower and RMOW.

**REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Bank, which representations and warranties are deemed to be repeated as at the time of each Borrowing hereunder, that:

- (a) the Borrower is a corporation duly incorporated, validly existing and is duly registered or qualified to carry on business in all jurisdictions where the nature of its properties, assets or business makes such registration or qualification necessary or desirable;
- (b) the execution, delivery and performance by it of this agreement have been duly authorized by all necessary actions and do not violate its constating documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
- (c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default;
- (d) it has filed all material tax returns which were required to be filed by it, paid or made provision for payment of all taxes (including interest and penalties) and Potential Prior-Ranking Claims which are due and payable, and provided adequate reserves for payment of any tax, the payment of which is being contested;
- (e) it has good and marketable title to all of its properties and assets, including beneficial title to the Project Lands, free and clear of any encumbrances, other than as may be provided for herein;
- (f) it is in compliance in all material respects with all Applicable Laws including, without limitation, all Environmental and Health and Safety Laws;
- (g) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Law or any Release from its lands of a Contaminant into the natural environment or which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this agreement or any of the Bank's security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank;
- (h) there are no litigation proceedings, arbitration proceedings or labour disputes and there are no legal proceedings pending or, to the best of its knowledge, threatened against it, before any court or administrative agency or tribunal of any country which, separately or in the aggregate, could reasonably be expected to materially and adversely affect its financial condition, its assets or operations or its ability to perform its obligations hereunder; and
- (i) it is in compliance with all terms and conditions of all insurance policies issued in respect of the Project.

The Borrower confirms that it has opened, or will open, the requisite number of holdback accounts at the Bank in accordance with the applicable real property lien legislation.

**REPORTING COVENANTS**

The Borrower covenants and agrees with the Bank, while this agreement is in effect, to provide the Bank with:

- (a) prior to the completion of the land servicing in respect of the Project, in the event a new Borrowing has not been made under Facility (1) within the previous month, within 30 days of such month end:
  - (i) a Compliance Certificate from the Borrower, substantially in the form of Schedule "F";
  - (ii) a report showing the cost of work completed to date, the cumulative positive or negative value of any change orders, the amount of any holdbacks under any real property lien legislation and the current cost to complete the Project;
  - (iii) an update to the Project Budget and Project Schedule, together with comments on any material variances from the original Project Budget and Project Schedule;
  - (iv) comments on any material changes to the Project or any potential or actual problem areas which have been identified and may affect completion of the Project in accordance with the Project Budget and Project Schedule provided to the Bank;
  - (v) Project Consultants' Certificate(s), substantially in the form of Schedule "E" and contractor statutory declarations on properly sealed CCDC Form 9A-2001 or, alternatively, on other forms or Statutory Declarations that contain at a minimum, the information contained in Form 9A-2001; and
  - (vi) a Builders Lien Officers Declaration, substantially in the form of Schedule "G";
- (b) in the event a new Borrowing has not been made under Facility (1) within the previous month, within 30 days of such month end, an updated schedule of Pre-Sales including purchaser name and current address, block number and lot number of the property being acquired, asking price, sale price and deposit status (including amount paid to date and amount and timing of deposit yet to be paid);
- (c) annual audited financial statements for the Borrower (commencing with the 2021 fiscal year), within 120 days of each fiscal year end; and
- (d) such other financial and operating statements and reports as and when the Bank may reasonably require.

#### **GENERAL COVENANTS OF THE BORROWER**

The Borrower covenants and agrees with the Bank, while this agreement is in effect:

- (a) to pay all sums of money when due by it under this agreement;
- (b) to provide the Bank with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default;

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- (c) to permit the Bank or its representatives, from time to time, i) to visit and inspect the Project Lands and obtain and examine copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank;
  - (d) not to use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower;
  - (e) to diligently and continuously proceed with the Project, once commenced, in accordance with the Project Budget and Project Schedule and not to abandon the Project;
  - (f) to comply with the provisions of the applicable real property lien legislation, as such acts may be amended from time to time;
  - (g) not to withdraw or distribute Project equity or profit until all Borrowings under Facility (1) have been repaid in full;
  - (h) to have all liens discharged promptly, and in any case within 45 days after receiving notice thereof, from title to the Secured Lands at its own cost and expense and from its own resources. No further advances will be permitted if a lien has been registered against title to the Secured Lands or the Bank has received notice of a lien claim unless arrangements satisfactory to the Bank in its sole discretion have been put in place to secure the prompt discharge thereof (which may include deducting the amount of the lien and an additional amount (which will be no less than 25% of the lien amount) as security for costs from the advance and holding such amounts, or causing the same to be held, in trust on solicitors undertakings satisfactory to the Bank in its sole discretion);
  - (i) to establish, maintain and operate a separate account with the Bank for the Project and all funds received relating to the Project shall be deposited to and all disbursements for accounts payable and otherwise shall be paid from such account;
  - (j) to comply with all terms and conditions of all insurance policies issued in respect of the Project;
  - (k) that the Bank reserves the right to expand or vary the scope of the role of the Project Monitor at any time in its discretion, acting reasonably; and
  - (l) to establish, maintain and operate a holdback account or accounts (the "**Holdback Account(s)**") in the manner required by any applicable real property lien legislation. The Holdback Account(s) shall be in addition to the account required to be operated for the Project loan as outlined above.
  - (m) to give the Bank 30 days prior written notice of any intended change in the ownership of its shares and not to consent to or facilitate a change in the ownership of its shares without the prior written consent of the Bank;

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- (n) to keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets;
  - (o) to file all material tax returns which are to be filed by it from time to time, to pay or make provision for payment of all taxes (including interest and penalties) and Potential Prior-Ranking Claims when due, and to provide adequate reserves for the payment of any tax, the payment of which is being contested;
  - (p) to comply in all material respects with all Applicable Laws including, without limitation, all Environmental and Health and Safety Laws;
  - (q) except for Permitted Encumbrances, not to, without the prior written consent of the Bank grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights, other than in the ordinary course of business and on commercially reasonable terms;
  - (r) not to, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms (which, for greater certainty, will include the sale of the Lots on the terms and conditions contemplated herein);
  - (s) not to, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein, other than in the ordinary course of business and on commercially reasonable terms;
  - (t) not to, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;
  - (u) to provide the Bank with prompt written notice of any non-compliance by it with any Environmental and Health and Safety Laws or any Release from its land of a Contaminant into the natural environment and to indemnify and save harmless the Bank from all liability or loss as a result of an Environmental Activity or any non-compliance with any Environmental and Health and Safety Law; and
  - (v) to immediately fund from resources outside the Project any cost overruns, margin deficiencies or debt servicing shortfalls as they may occur or be identified by the Bank or the Project Monitor.

Nothing contained in the foregoing Covenants sections shall limit any right of the Bank under this agreement to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility made available under this agreement.

#### **EVENTS OF DEFAULT**

Without limiting any other rights of the Bank under this agreement, if any one or more of the following events (herein an “**Event of Default**”) has occurred and is continuing:

- (a) the Borrower fails to pay when due any principal, interest, fees or other amounts due under this agreement;

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- (b) the Borrower breaches any provision of this agreement or any Security or other agreement with the Bank or any subsidiary or affiliate of the Bank in connection with the Credit Facilities, or RMOW breaches any provision of any Security granted by it, and such breach is not remedied within 15 days after receiving written notice thereof from the Bank;
  - (c) the Borrower defaults in the payment of any indebtedness to any Person other than the Bank, or in the performance or observance of any agreement in respect of any such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated;
  - (d) any representation or warranty made or deemed to have been made herein or in the Security or any certificate provided for herein shall be false or inaccurate in any materially adverse respect;
  - (e) there is, in the opinion of the Bank, a material adverse change in the financial condition, operation or ownership of the Borrower;
  - (f) the Borrower is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
  - (g) any notice of intention is filed or any voluntary or involuntary case or proceeding is filed or commenced for (i) the bankruptcy, liquidation, winding-up, dissolution or suspension of general operations of the Borrower, or (ii) the composition, re-scheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts of the Borrower, or (iii) the appointment of a trustee, receiver, receiver and manager, liquidator, administrator, custodian or other official for, all or any significant part of the assets of the Borrower, or (iv) the possession, foreclosure or retention, or sale or other disposition of, or other proceedings to enforce security over, all or any significant part of the assets of the Borrower;
  - (h) any secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienor, takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over all or any significant part of the assets of the Borrower or gives notice of its intention to do any of the foregoing;
  - (i) any provision of this agreement or any Security becomes invalid or unenforceable for any reason whatsoever;
  - (j) any governmental or regulatory approvals or licenses which are material to the business of the Borrower are revoked or suspended for any reason whatsoever;
  - (k) the Borrower fails to obtain, open, maintain and operate the Holdback Account(s) in all respects as required by applicable real property lien legislation; or
  - (l) the Borrower fails to obtain consent for withdrawal of monies from the Holdback Account(s) from all parties as required by applicable real property lien legislation,

then, in such event, the ability of the Borrower to make further Borrowings under any Credit Facility which is a term facility under this agreement shall immediately terminate and the Bank may, by written notice to the Borrower, declare the Borrowings outstanding under any such Credit Facility to be immediately due and payable. Upon receipt of such written notice, the Borrower shall immediately pay to the Bank all

Borrowings outstanding under any Credit Facility which is a term facility under this agreement and all other obligations of the Borrower to the Bank in connection with any such Credit Facility under this agreement including, without limitation, an amount equal to the aggregate of the face amounts of all BAs which are unmaturing or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such instruments or contracts. The Bank may enforce its rights to realize upon its security and retain an amount sufficient to secure the Bank for the Borrower's obligations to the Bank in respect of such contracts or instruments.

Nothing contained in the foregoing Events of Default section shall limit any right of the Bank under this agreement to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility made available under this agreement.

### **SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

The Bank may assign all or part of its rights and obligations under this agreement to any Person. The rights and obligations of the Borrower under this agreement may not be assigned without the prior written consent of the Bank.

The Bank may disclose to potential or actual assignees confidential information regarding the Borrower (including, any such information provided by the Borrower to the Bank) and shall not be liable for any such disclosure.

### **GENERAL**

#### **Fees, Costs and Expenses**

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its maturity date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

#### **Review**

The Bank may conduct periodic reviews of the affairs of the Borrower, as and when determined by the Bank, for the purpose of evaluating the financial condition of the Borrower. The Borrower shall make available to the Bank such financial statements and other information and documentation as the Bank may reasonably require and shall do all things reasonably necessary to facilitate such review by the Bank.

#### **Potential Prior-Ranking Claims**

The Borrower hereby grants its consent (such consent to remain in force as long as this agreement is in effect or any Borrowings are outstanding) to any Person having information relating to any Potential Prior-Ranking Claim arising by any law, statute, regulation or otherwise and including, without limitation, claims by or on behalf of government to release such information to the Bank at any time upon its written request for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

#### **Development Plans and Documents**

The Bank covenants and agrees that it will consent to all plans and other materials necessary to enable the Borrower to develop the Project Lands in accordance with development plans approved by, and

permits issued by, the applicable approving authority, and will promptly execute and deliver such consents, releases, discharges, postponements or assurances as the Borrower shall require in connection with such development, including but without limiting the generality of the foregoing:

- 1) consents or applications required to be executed in order to rezone, consolidate or subdivide the Project Lands and the Secured Lands;
- 2) a consent and postponement of the Mortgage in favour of any easement, covenant or right of way required to be granted in favour of RMOW, any public or private utility or to an owners' association or similar entity in connection with the use and administration of common facilities within the Project; and
- 3) partial discharges of the Mortgage from portions of the Land required for the purpose of conveying or dedicating such portions to any governmental or quasi-governmental authority, including without limitation, municipal reserves, parklands, schools, walkways, road widening and roads, or for any other public purpose, in each case without payment.

#### Electronic Mail and Fax Transmission

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

#### Electronic Imaging

The parties hereto agree that, at any time, the Bank may convert paper records of this agreement and all other documentation delivered to the Bank (each, a **"Paper Record"**) into electronic images (each, an **"Electronic Image"**) as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

#### Set Off

The Bank is authorized, but not obligated, at any time, to apply any credit balance, whether or not then due, to which the Borrower is entitled on any account in respect of the Project in any currency at any branch or office of the Bank in or towards satisfaction of the obligations of the Borrower due to the Bank under this agreement. The Bank is authorized to use any such credit balance to buy such other currencies as may be necessary to effect such application.

#### Non-Merger/Paramountcy

The provisions of this agreement shall not merge with any of the Security, but shall continue in full force for the benefit of the parties hereto. Notwithstanding the foregoing, in the event that any provision of any Security contradicts, is inconsistent with or is otherwise incapable of being construed in harmony with the provisions (including any rights, remedies and covenants) of this agreement, the provisions of this agreement shall take precedence over such provision contained in such Security.

#### Amendments and Waivers

No amendment or waiver of any provision of this agreement will be effective unless it is in writing signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank in connection with the Credit Facilities shall operate as a waiver thereof.

#### Severability

If any provision of this agreement is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of this agreement.

#### Governing Law

This agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia and of Canada applicable therein,

Business Loan Insurance Plan

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional

Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

Whole Agreement

This agreement, the Security and any other written agreement delivered pursuant to or referred to in this agreement constitute the whole and entire agreement between the parties in respect of the Credit Facilities. There are no verbal agreements, undertakings or representations in connection with the Credit Facilities.

Joint and Several

Where more than one Person is liable as Borrower for any obligation under this agreement, then the liability of each such Person for such obligation is joint and several with each other such Person. For

greater certainty, RMOW is not liable as Borrower, is not a party to this agreement and will have no personal financial liability for any Borrowings.

Counterpart Execution

This agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

Time

Time shall be of the essence in all provisions of this agreement.

Recourse

Despite any other provision of this Facility, the Bank's recourse in any event will be limited to recourse in respect of the Secured Lands, and in no case shall the Bank's recourse apply in any way, directly or indirectly, to any existing or potential financial or personal resources or other assets of the RMOW.

Term

The Term of this Commitment Letter and the Facility shall not in any event continue or be extended or renewed beyond five (5) years.

Acceptance

This offer is open for acceptance until October 12, 2021, after which date it will be null and void, unless extended in writing by the Bank.

Please confirm your acceptance of this agreement by signing the attached copy of this letter in the space provided below and returning it to the undersigned.

Yours truly,

Jason Beazer  
Director

We acknowledge and accept the foregoing terms and conditions

as of \_\_\_\_\_, 2021.

**WHISTLER 2020 DEVELOPMENT CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I / We have authority to bind the Borrower.

Schedule "A" to the agreement dated September 27, 2021, between Whistler 2020 Development Corp., as Borrower, and Royal Bank of Canada, as the Bank.

#### DEFINITIONS

For the purpose of this agreement, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future Applicable Laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body agency or court of competent jurisdiction in any applicable jurisdiction;

**"Approved Budget"** means the most recent Project Budget approved by the Bank;

**"Bankers' Acceptance"** or **"BA"** means a bill of exchange, including a depository bill issued in accordance with the *Depository Bills and Notes Act* (Canada), drawn on the Bank by, and payable to the order of, the Borrower which have been accepted by the Bank;

**"Business Day"** means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada and, when used in connection with a BA, a **"Business Day"** also excludes any day which shall be a legal holiday or a day on which banking institutions are closed in Toronto, Ontario or in the province where the Borrower's accounts are maintained;

**"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

**"Environmental and Health and Safety Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

**"Equity Contribution"** means:

- (i) Tranche 1 - \$11,556,051.00, based on a land value of \$18,050,000.00; and
- (ii) Tranche 2 - \$6,174,051.00, based on a land value of \$18,050,000.00;

**"GAAP"** means Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank;

**"Lots"** means fully saleable and serviced residentially zoned bare land strata lots;

**"Net Sale Price"** means the contracted sale price of a Pre-Sold Lot, less the sum of:

- (i) real estate commissions and GST thereon;
- (ii) closing costs including legal conveyancing fees, disbursements and applicable taxes; and
- (iii) any GST which has been included in the sale price;

**“Net Sales Proceeds”** means the proceeds received from the sale of Lots in the Project less real estate commissions and closing costs and less GST, where such has been included in the sale price;

**“Permitted Encumbrances”** means:

- (i) minor non-financial encumbrances on the Secured Lands such as easements and rights of way which do not materially detract from the value of such property;
- (ii) security interests or charges in personal property of the Borrower incurred or assumed in connection with the purchase, leasing or acquisition of capital equipment or office equipment in respect of the Project the ordinary course of business; and
- (iii) security granted in favour of the Bank;

**“Person”** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

**“Potential Prior-Ranking Claims”** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Bank’s security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this agreement;

**“Pre-Sale”** means the sale of a Lot in respect of which the Borrower has entered into a binding unconditional agreement of purchase and sale with a bona fide Canadian resident arm’s length purchaser where:

- (i) the Borrower has provided a copy of the executed purchase and sale agreement to the Bank;
- (ii) the purchase and sale agreement provides for a minimum non-refundable contracted cash deposit of not less than 10% of the agreed purchase price of which not less than 5% has been received; and
- (iii) all deposits paid have been received by the Borrower or are held in trust by a lawyer, notary, real estate agent or other surety acceptable to the Bank in accordance with the purchase and sale agreement.

A **“Pre-Sold”** Lot means a Lot sold which qualifies as a Pre-Sale;

**“Project”** means (i) the servicing and subdivision of approximately 4.05 acres of land into Lots on a portion of the Project Lands referred to as Site D3 (to be known as Lot 4, Plan EPP111931), (ii) certain site works on certain parcels subdivided from the Project Lands (to be known as Lots 1 – 5, Plan EPP111931) and the proposed “Mt. Fee Road” extension, (iii) civil works on Mt. Fee Rd. and Lot 4, Plan EPP111931 and (iv) construction of the apartment building on Lot 1, Plan EPP111931;

**“Project Budget”** means the project budget required to be provided to the Bank pursuant to the Conditions Precedent section, as amended from time to time with the prior written consent of the Bank or as otherwise permitted under this agreement;

**“Project Lands”** means Parcel Identifier: 026-772-213, Block A District Lot 8073 Group 1 New Westminster District, Except Plan EPP277, generally known as “Cheakamus Crossing, Phase 2”;

**“RBP”** and **“Royal Bank Prime”** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

**“Release”** includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

**“RMOW”** means Resort Municipality of Whistler, a municipal corporation created pursuant to the *Resort Municipality of Whistler Act* (British Columbia);

**“Secured Lands”** means those parcels subdivided from the Project Lands known as Lots 1 and 4, Plan EPP111931; and

**“Unsold”** with reference to a Lot means a Lot which is not Pre-Sold.

Schedule "b" to the agreement dated September 27, 2021, between Whistler 2020 Development Corp., as Borrower, and Royal Bank of Canada, as the Bank.

#### **NOTICE REQUIREMENTS**

**The notice periods outlined below are the minimum requirements but remain subject to satisfaction of all Conditions Precedent and Ongoing Conditions outlined in this agreement.**

##### **Notice Requirements for RBP Loans:**

<b>Amount</b>	<b>Prior Notice</b>
Under \$10,000,000.00	By 2:00 p.m. (Eastern Standard Time) on the day of Borrowing
\$10,000,000.00 up to but not including \$50,000,000.00	By 10:00 a.m. (Eastern Standard Time) on the day of Borrowing
\$50,000,000.00 and over	By 12:00 p.m. (Eastern Standard Time) 1 Business day prior to the day of Borrowing

##### **Notice Requirements for BAs:**

<b>Amount</b>	<b>Prior Notice</b>
Up to but not including \$50,000,000	By 10:00 a.m. (Eastern Standard Time) on the day of Borrowing
\$50,000,000.00 and over	By 12:00 p.m. (Eastern Standard Time) 1 Business day prior to the day of Borrowing

Schedule "C" to the agreement dated September 27, 2021, between Whistler 2020 Development Corp., as Borrower, and Royal Bank of Canada, as the Bank.

#### **BORROWING CONDITIONS**

Borrowings made otherwise than by way of RBP Loans will be subject to the following terms and conditions:

##### **LGs:**

- (a) each LG shall expire on a Business Day and shall have a term of not more than 365 days;
- (b) at least 2 Business Days prior to the issue of an LG, the Borrower shall execute a duly authorized application with respect to such LG and each LG shall be governed by the terms and conditions of the relevant application for such contract;
- (c) an LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LG has been obtained;
- (d) any LG issued under a term facility must have an expiry date on or before the maturity date of the term facility, unless otherwise agreed by the Bank; and
- (e) if there is any inconsistency at any time between the terms of this agreement and the terms of the application for LG, the terms of the application for LG shall govern.

##### **BAs:**

- (a) BAs shall be issued and mature on a Business Day and shall be issued in minimum face amounts of \$500,000.00 or such larger amounts which are in whole multiples of \$1,000.00 for terms of not less than 30 and not more than 180 days unless otherwise agreed to in writing between the Borrower and the Bank;
- (b) the Bank may, in its sole discretion, refuse to accept the Borrower's drafts or limit the amount of any BA issue at any time;
- (c) notwithstanding any other provision of this agreement, the Borrower shall indemnify the Bank against any loss, cost or expense incurred by the Bank if any BA is repaid, prepaid, converted or cancelled other than on the maturity date of such BA;
- (d) any BA issued under a term facility must have a maturity on or before the maturity date of the term facility, unless otherwise agreed by the Bank. In the event that the Bank agrees to the issuance of a BA with a maturity past the maturity date of the term facility, then the maturity date of the term facility shall automatically be amended accordingly to match the maturity of the BA so issued; and
- (e) prior to the issue of any BA the Borrower shall execute the Bank's standard form of undertaking and agreement in respect of BAs. If there is any inconsistency at any time between the terms of this agreement and the terms of the Bank's standard form of undertaking and agreement, the terms of this agreement shall govern.

Schedule "D" to the agreement dated September 27, 2021, between Whistler 2020 Development Corp., as Borrower, and Royal Bank of Canada, as the Bank.

**Project Monitor's Standard Terms Of Engagement**

1. Provide a preliminary report that addresses the following:
  - (a) A review of the Project plans and specifications for completeness and adequacy, compliance with applicable permits, municipal bylaws and applicable codes to determine whether all costs (including onsite and offsite or external construction or servicing costs, soft costs and financing costs) have been identified in order to fully develop the Project. Where final plans and specifications have not been provided, please provide comments and recommendations.
  - (b) A review of the general contract, head contract, construction management contract and/or material trade contracts (as appropriate) for completeness and consistency with the Project description provided by the Bank and to determine any contract exclusions and/or amendments which may require Project budget adjustments. Comments on the form of contracts and any risks arising there from should be made.
  - (c) A review of all material contractors and/or subcontractors with comments as to their competence, performance capability and experience with the type of project proposed. Where required, a review of the status of the contractors' licenses should be undertaken as well. While the final decision on the requirement for bonding remains with the Bank, your review should also include advice on bonding.
  - (d) A review of soil tests, geotechnical reports and/or environmental assessments to ascertain that any material recommendations appear to have been incorporated into the plans and specifications and the Project budget.
  - (e) Whether any of the supply contracts provides for retention of ownership, by way of conditional sales contracts or purchase money security interests, of any personal property being supplied to the Project.
  - (f) A review of the Project construction time schedule in the context of the Project plans and specifications, general contract and head contracts to determine whether it is realistic.
  - (g) A review of all material cost items included (or which, in the project monitor's opinion, ought to be included) in the Project budget with a view to determining the completeness, adequacy and reasonableness of the Project budget. This review is to be based on:
    - (i) In the case of a construction management form of administration or non-arm's length general contract, a detailed construction estimate prepared by the project monitor OR a review by the project monitor of arm's length trade contracts substantiating 70% of the construction budget together with a review of trade quotations or an estimate prepared by the project monitor for the remainder.
    - (ii) In the case of a fixed price arm's length general contract, a review by the project monitor of such arm's length fixed price general contract.

In all cases, appropriate front-end loading checks are to be performed by the project monitor to ensure that the estimated cost to complete is adequate.

- (h) A review of the Project budget and cash flow projections and advise of any revisions thereto that may appear necessary. The Project cash flow must show cash inflows and

outflows separately and identify equity, financing, interim lease and/or sale revenues and GST, PST (where any portion is refundable), QST and HST. The foregoing reviews should also include a specific opinion on the adequacy of the contingency allowance in the budget and legally required contributions to the contingency reserve fund of the applicable strata corporation (B.C. only).

- (i) A review of any approved, pending, proposed and potential change orders or revisions to date to determine their completeness, adequacy and reasonableness as to both scope and cost.
- (j) Confirmation of the Borrower's initial equity contribution by way of a review of paid invoices, bank statements or cancelled cheques for material soft costs and an initial review of the site to determine hard construction costs incurred prior to the first draw.
- (k) For residential projects (excluding land servicing), confirmation of registration of the Project with an acceptable new home warranty program.
  - a. A review of insurance certificates or policies to determine that the sum insured, insured parties, loss payable and period of coverage are appropriate. By way of guidance, we would expect the following minimum insurance coverage (dollar amounts for projects relate to the project costs excluding land):
    - For land servicing projects:
      1. Wrap-Up Liability Insurance, with the Bank as an additional insured: \$2,000,000 for projects < \$10,000,000, \$5,000,000 for projects between \$10,000,000 and \$25,000,000 and \$10,000,000 for projects >\$25,000,000.
    - For commercial buildings and high rise residential projects:
      1. Wrap-up Liability, with the Bank as an additional insured: \$5,000,000 for projects < \$10,000,000, \$10,000,000 for projects between \$10,000,000 and \$25,000,000 and \$15,000,000 for projects >\$25,000,000;
      2. Builder's Risk/Course of Construction Insurance, with the Bank as first mortgagee: Should insure the replacement cost of the project, "All Risk" policy including theft, earthquake, flood, testing and commissioning; and
      3. Soft cost endorsement equal to 25% of the soft cost portion of the Project budget.
    - For low rise residential projects:
      1. Wrap-up Liability, with the Bank as an additional insured: \$5,000,000 for projects < \$10,000,000, \$10,000,000 for projects >\$10,000,000;
      2. Builder's Risk/Course of Construction Insurance, with the Bank as first mortgagee: Should insure the replacement cost of the project, "All Risk" policy including theft, earthquake, flood, testing and commissioning; and
      3. Soft cost endorsement equal to 25% of the soft cost portion of the Project budget.

- b. A review of all material permits, development agreements, municipal requirements, management agreements, consultants' agreements, land purchase agreement(s) and, where applicable, any vendor financing agreement(s), which affect the Project cash flow. Financial agreements are to be reviewed for cash flow implications only.
  - c. A review of pre-sales to date, including status of the purchase and sale agreements as well as any deposits payable under such purchase and sale agreements, whether and where such deposits are held and whether the deposits are to be used in the construction of the Project and, if so, on what terms. In addition, the review is to determine whether purchaser upgrades have a material effect on the Project budget and whether or not the upgrades have been paid for directly to the Borrower.
  - d. Comments on any disagreements with the Borrower with respect to any of the above items. Where the project monitor's review has led to changes that have been agreed to by the Borrower and the Bank, the preliminary report must reflect this.
  - e. Comments on any potential problem areas that have been identified and which may affect completion of the Project in accordance with the budget and construction time schedule.
  - f. Recommendations on such other matters as may have become evident in the course of your review.
- 2. Provide a report with each draw request under the Project credit facility, which includes the following:
  - (a) A report showing the cost of work completed to date, the cumulative positive or negative value of any change orders, the amount of any holdbacks under any applicable real property lien legislation and the current estimate of cost to complete the Project. The report will segregate construction costs from soft costs and its appendices will identify the contractors on the Project and will quantify the amount to be advanced to the Borrower and the amount of holdbacks to be retained, released and/or advanced into a project holdback account (if applicable). The amount of holdbacks to be released is to be supported by a properly sealed CCDC Form 9B-2001 from each subcontractor to which a holdback is being released (or, alternatively, such other form or Statutory Declaration which contains, at a minimum, the information contained in Form 9B-2001).
  - (b) An update of the Project cash flow projection, together with comments on any material variances from the original cash flow projection.
  - (c) An update of pre-sales to date, including status of the purchase and sale agreements as well as any deposits payable under such purchase and sale agreements, whether and where such deposits are held and whether the deposits are to be used in the construction of the Project and, if so, on what terms. In addition, the review is to determine whether purchaser upgrades have a material effect on the Project budget and whether or not the upgrades have been paid for directly to the Borrower.
  - (d) Comments on material changes to the draft plans and specifications where final versions have been provided at the time of the draw.
  - (e) Comments on any potential problem areas which have been identified and which may affect completion of the Project in accordance with the budget and construction time

schedule, together with recommendations for budget and construction schedule revisions.

- (f) A certificate from the project monitor in the form attached as Form A or alternatively, a reporting letter that contains, at a minimum, the information contained in Form A.
- (g) A certificate from the Borrower in the form attached as Form B and, where applicable, Form D.
- (h) Such certificate(s) or declaration(s) from the contractor(s), subcontractor(s) and/or consultant(s) as the project monitor deems necessary to certify that construction is being performed in accordance with the approved plans and specifications and complies with the applicable permit(s), municipal bylaws and the applicable code(s). Contractor declarations are to be on properly sealed CCDC Form 9A-2001 and subcontractor declarations are to be on properly sealed CCDC Form 9B-2001, or alternatively, are to be on other forms or Statutory Declarations that contain, at a minimum, the information contained in Forms 9A-2001 or 9B-2001, as applicable. Consultant certificates are to be in the form attached in Form C or, alternatively, in a letter signed by the consultant that contains, at a minimum, the information contained in Form C.

### FORM A – PROJECT MONITOR CERTIFICATE

<b>TO:</b> Royal Bank of Canada (" <b>Bank</b> ")	<b>BORROWER:</b> Whistler 2020 Development Corp. (" <b>Borrower</b> ")
<b>ADVANCE NO:</b>	<b>PROJECT:</b> Servicing and subdivision of approximately 4.05 acres of land into Lots at Phase 2 Cheakamus Crossing, site D3 on a portion of the Project Lands (" <b>Project</b> ")
<b>CERTIFICATE DATE:</b> [Date]	<b>COMPLETION DATE:</b> [Date] (" <b>Completion Date</b> ")

Based on my/our professional experience and qualifications and after making such reasonable enquiries as I/we have deemed necessary in the circumstances, I/we hereby certify to the Bank as follows:

1. Uwe have periodically reviewed construction since the commencement of construction and last visited the Project on [Date].
2. In my/our opinion, as of the date hereof, the figures set forth below accurately reflect the Project costs or work completed on the Project and the costs of the remaining work required to complete the Project in accordance with the plans and specifications. A report setting out in greater detail those elements comprising the figures set out below is attached hereto and forms part of this Certificate.
  - a. Project costs of work completed to date: \$\_\_\_\_\_
  - b. Project costs of remaining work: \$\_\_\_\_\_
  - c. Estimated total Project costs (a+b): \$\_\_\_\_\_
  - d. Original estimate of total Project costs: \$\_\_\_\_\_
  - e. Amount of additional costs, if any (c-d): \$\_\_\_\_\_
3. In my/our opinion, as of the date hereof, the remaining contingency reserve of \$[insert amount] contained in 2b above is adequate given the current state of work in place and contracts entered into to complete the Project.
4. In my/our opinion, as of the date hereof, the estimated date of completion of the Project is [insert date]. Reasons for delay, if applicable, are outlined in the attached schedule.

This certificate is given in connection with the above-referenced advance under your construction letter agreement with the Borrower indicated above and you may rely upon it in making such advance.

Dated at [City], [Province], this [ ] day of [ ], 20[ ].

**[Project monitor name]**

per: \_\_\_\_\_

## FORM B – REQUEST FOR ADVANCE

<b>TO:</b> Royal Bank of Canada (" <b>Bank</b> ")	<b>BORROWER:</b> Whistler 2020 Development Corp. (" <b>Borrower</b> ")
<b>ADVANCE NO:</b>	<b>PROJECT:</b> Servicing and subdivision of approximately 4.05 acres of land into Lots at Phase 2 Cheakamus Crossing, site D3 on a portion of the Project Lands (" <b>Project</b> ")
<b>CERTIFICATE DATE:</b> [Date]	<b>COMPLETION DATE:</b> [Date] (" <b>Completion Date</b> ")

Borrower hereby requests an advance of [insert amount in words] Dollars (\$[insert amount in numbers]) for work done on the Project from [date] to [date] pursuant to the terms of the letter agreement between the Bank and the Borrower dated September 27, 2021 (the "Letter Agreement").

Capitalized terms used and not defined herein shall have the same meaning given to them in the Letter Agreement.

After due investigation and to induce the Bank to make this advance, the Borrower hereby certifies that:

1. The representations and warranties contained in the Letter Agreement are true and accurate in all respects as of the date hereof.
2. No event has occurred, or would result from this advance, which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default.
3. The Project has not been damaged by fire or other casualty and no part of the premises has been expropriated and no proceedings therefore are pending.
4. Construction of the Project is progressing satisfactorily so as to ensure its timely completion in accordance with the Project Schedule.
5. **[May be deleted where the financing is for the construction of residential single family housing]** The estimated Completion Date is **[insert date]** and the estimated cost to complete is **[insert amount]**.
6. The requirements of any applicable real property lien legislation, including, where applicable, the administration of any holdback accounts, are being met and nothing has occurred subsequent to the date of the Letter Agreement which has resulted or may result in the creation of any lien or legal hypothec, charge or encumbrance upon the premises or any part thereof or which has or may substantially and adversely impair the ability of the Borrower to make all payments of principal and interest under the Letter Agreement or which has or may substantially and adversely impair the financial standing of any guarantor(s) of the obligations of the Borrower under the Letter Agreement or any security agreement given in connection therewith.
7. **[May be deleted if property being developed is not subject to pre-leasing]** If any leases of all or part of the premises are in effect or have been executed by the Borrower, the said leases are in full force and effect and, where applicable, in form satisfactory to the permanent lender and the Borrower has not breached any provisions thereof and has received no notice or other communication (written or oral) from any other party thereto notifying the Borrower of a breach or alleged breach.
8. The Borrower has invested in the lands and Project, as at the date hereof **[\$[insert amount]** of its own capital.

9. Any and all funds received from the Bank previously as advances under the Letter Agreement have been expended or are being held in trust solely for the purpose for which they were advanced; no item of construction costs previously certified to the Bank with a request for advance remains unpaid as of the date hereof; and no part of said funds has been nor any part of the funds to be received pursuant to this request for advance shall be used for any other purposes; further, there are no trade or supplier disputes.
10. The summary of Project costs attached hereto as Schedule A is true and accurate.
11. All of the statements contained in this request for advance are true, complete and accurate in all respects as of the date hereof.
12. You are hereby irrevocably authorized and directed to deduct from the gross proceeds of the advance and to pay all accrued and unpaid interest on the loan up to the date of the advance and all fees, disbursements and other costs or charges payable by the Borrower pursuant to the Letter Agreement.

Dated at **[City]**, **[Province]** this **[day]** day of **[month]**, 20[ ].

**[Borrower name]**

per: \_\_\_\_\_

### FORM C – PROJECT CONSULTANT’S CERTIFICATE

<b>TO:</b> Royal Bank of Canada (“ <b>Bank</b> ”)	<b>BORROWER:</b> Whistler 2020 Development Corp. (“ <b>Borrower</b> ”)
<b>ADVANCE NO:</b>	<b>PROJECT:</b> Servicing and subdivision of approximately 4.05 acres of land into Lots at Phase 2 Cheakamus Crossing, site D3 on a portion of the Project Lands (“ <b>Project</b> ”)
<b>CERTIFICATE DATE:</b> [Date]	<b>COMPLETION DATE:</b> [Date] (“ <b>Completion Date</b> ”)

Based on my/our professional experience and qualifications and after making such reasonable enquiries as I/we have deemed necessary in the circumstances, I/we hereby certify to the Bank as follows:

1. I/we have periodically inspected construction since the commencement of construction and last inspected the Project on [insert date] (the “**Inspection Date**”).
2. All required permits, licenses and other authorizations have been obtained and are being maintained.
3. Construction and development of the Project up to and including the Inspection Date has been performed in a good and workmanlike manner.
4. Construction and development of the Project up to and including the Inspection Date has been performed substantially in accordance with (i) the plans and specifications, (ii) all applicable building codes, municipal bylaws and regulations, (iii) all required permits, licenses and other authorizations and (iv) all applicable laws, rules and regulations including, without limitation, environmental laws.

This certificate is given in connection with the above-referenced advance under your construction letter agreement with the Borrower indicated above and you may rely upon it in making such advance,

Dated at [City], [Province], this [ ] day of [ ], 20[ ].

[Consultant’s name]

per: \_\_\_\_\_

## FORM D – BUILDERS LIEN OFFICERS DECLARATION & DIRECTION TO PAY

<b>TO:</b> Royal Bank of Canada (" <b>Bank</b> ")	<b>BORROWER:</b> Whistler 2020 Development Corp. (" <b>Borrower</b> ")
<b>ADVANCE NO:</b>	<b>PROJECT:</b> Servicing and subdivision of approximately 4.05 acres of land into Lots at Phase 2 Cheakamus Crossing, site D3 on a portion of the Project Lands (" <b>Project</b> ")
<b>CERTIFICATE DATE:</b> [Date]	<b>COMPLETION DATE:</b> [Date] (" <b>Completion Date</b> ")

- I, **[insert name]**, of **[city, province]** am the **[title]** of the Borrower and I have knowledge of the letter agreement between the Bank and the Borrower dated September 27, 2021 (the "**Letter Agreement**") and the security defined therein.
- The representations and warranties contained in the Letter Agreement and the security are true and accurate in all respects as of the date hereof.
- The requirements of the applicable real property lien legislation (the "**Act**") are being met for the Project and nothing has occurred subsequent to the date of the Letter Agreement or the security which has or may result in the creation of any lien, charge or encumbrance on the lands of the Project or any part thereof or which has or may substantially and adversely impair the Borrower's ability to make all payment of principal and interest and all other costs as required by the Letter Agreement or the security or which has or may have or may substantially and adversely impair the financial standing of any guarantor(s) or the Borrower's obligations under the Letter Agreement or the security.
- The Bank is authorized to deduct the following amount(s) from the advance to which this certificate applies and deposit that amount into the holdback account(s) established pursuant to the Act for the Project (the "**Project Holdback Account(s)**") as follows:  
  

**\$(amount)** to account no. **[insert number]** at **[name of branch]** branch (the "**Holdback**" or collectively, the "**Holdbacks**").
- By holding the amounts the Borrower presently has on deposit in the Project Holdback Account(s) and by depositing the Holdback(s) into the Project Holdback Account(s) as described above, the Borrower is complying with all applicable provisions of the Act relating to holdbacks and holdback accounts.
- The Borrower acknowledges that the Bank is not in any way responsible for the administration of the Project Holdback Account(s), including, but not limited to such matters as determining the amount of holdbacks required by the Act to be deposited into the Project Holdback Account(s), the number of Project Holdback Account(s) required for the Project or when monies are to be withdrawn from the Project Holdback Account(s) and I further acknowledge that it is solely the Borrower's responsibility to ensure the administration of the Project Holdback Account(s) complies with the requirements of the Act.
- There are no trade or supplier disputes that the Bank has not been made aware of in writing.

8. All statements contained herein are true, complete and accurate.

Dated at **[City]**, **[Province]**, this **[date]** day of **[month]**, 20[ ].

**Borrower name**

per: \_\_\_\_\_

Schedule "E" to the agreement dated September 27, 2021, between Whistler 2020 Development Corp., as Borrower, and Royal Bank of Canada, as the Bank.

### PROJECT CONSULTANT'S CERTIFICATE

<b>TO:</b> Royal Bank of Canada (" <b>Bank</b> ")	<b>BORROWER:</b> Whistler 2020 Development Corp. (" <b>Borrower</b> ")
<b>ADVANCE NO:</b>	<b>PROJECT:</b> Servicing and subdivision of approximately 4.05 acres of land into Lots at Phase 2 Cheakamus Crossing, site D3 on a portion of the Project Lands (" <b>Project</b> ")
<b>CERTIFICATE DATE:</b> [Date]	<b>COMPLETION DATE:</b> [Date] (" <b>Completion Date</b> ")

Based on my/our professional experience and qualifications and after making such reasonable enquiries as Uwe have deemed necessary in the circumstances, I/we hereby certify to the Bank as follows:

1. I/we have periodically inspected construction since the commencement of construction and last inspected the Project on [insert date] (the "**Inspection Date**").
2. All required permits, licenses and other authorizations have been obtained and are being maintained.
3. Construction and development of the Project up to and including the Inspection Date has been performed in a good and workmanlike manner.
4. Construction and development of the Project up to and including the Inspection Date has been performed substantially in accordance with (i) the plans and specifications, (ii) all applicable building codes, municipal bylaws and regulations, (iii) all required permits, licenses and other authorizations and (iv) all applicable laws, rules and regulations including, without limitation, environmental laws.
5. In my/our opinion, as of the date hereof, the figures set forth below accurately reflect the Project costs or work completed on the Project and the costs of the remaining work required to complete the Project in accordance with the plans and specifications. A report setting out in greater detail those elements comprising the figures set out below is attached hereto and forms part of this Certificate.
  - a. Project costs of work completed to date: \$\_\_\_\_\_
  - b. Project costs of remaining work: \$\_\_\_\_\_
  - c. Estimated total Project costs (a+b): \$\_\_\_\_\_
  - d. Original estimate of total Project costs: \$\_\_\_\_\_
  - e. Amount of additional costs, if any (c-d): \$\_\_\_\_\_
6. In my/our opinion, as of the date hereof, the remaining contingency reserve of **\$[insert amount]** contained in 5b above is adequate given the current state of work in place and contracts entered into to complete the Project.
7. In my/our opinion, as of the date hereof, the estimated date of completion of the Project is **[insert date]**. Reasons for delay, if applicable, are outlined in the attached schedule.

This certificate is given in connection with the above-referenced advance under your construction letter agreement with the Borrower indicated above and you may rely upon it in making such advance.

Dated at **[City]**, **[Province]**, this [ ] day of [ ], 20[ ].

[Consultant's Name]

per: \_\_\_\_\_

Schedule "F" to the agreement dated September 27, 2021, between Whistler 2020 Development Corp., as Borrower, and Royal Bank of Canada, as the Bank.

### COMPLIANCE CERTIFICATE

<b>TO:</b> Royal Bank of Canada (" <b>Bank</b> ")	<b>BORROWER:</b> Whistler 2020 Development Corp. (" <b>Borrower</b> ")
<b>PROJECT:</b> Servicing and subdivision of approximately 4.05 acres of land into Lots at Phase 2 Cheakamus Crossing, site D3 on a portion of the Project Lands (" <b>Project</b> ")	<b>COMPLETION DATE:</b> [Date] (" <b>Completion Date</b> ")

I, \_\_\_\_\_ the [insert title] of Whistler 2020 Development Corp. hereby certify as of \_\_\_\_\_ [insert date]:

1. I am familiar with and have examined the provisions of the letter agreement (the "**Letter Agreement**") dated September 27, 2021, between Whistler 2020 Development Corp., as Borrower, and Royal Bank of Canada (the "**Bank**"), as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Letter Agreement have the same meanings when used in this certificate.
2. The representations and warranties contained in the Letter Agreement are true and accurate in all respects as of the date hereof.
3. No event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default.
4. The Project has not been damaged by fire or other casualty and no part of the premises has been expropriated and no proceedings therefore are pending.
5. Construction of the Project is progressing satisfactorily so as to ensure its timely completion in accordance with the Project Schedule.
6. **[May be deleted where the financing is for the construction of residential single family housing]** The estimated Completion Date is **[insert date]** and the estimated cost to complete is **[insert amount]**.
7. The requirements of any applicable real property lien legislation, including, where applicable, the administration of any holdback accounts, are being met and nothing has occurred subsequent to the date of the Letter Agreement which has resulted or may result in the creation of any lien or legal hypothec, charge or encumbrance upon the premises or any part thereof or which has or may substantially and adversely impair the ability of the Borrower to make all payments of principal and interest under the Letter Agreement or which has or may substantially and adversely impair the financial standing of any guarantor(s) of the obligations of the Borrower under the Letter Agreement or any security agreement given in connection therewith.
8. **[May be deleted if property being developed is not subject to pre-leasing]** If any leases of all or part of the premises are in effect or have been executed by the Borrower, the said leases are in full force and effect and, where applicable, in form satisfactory to the permanent lender and the Borrower has not breached any provisions thereof and has received no notice or other communication (written or oral) from any other party thereto notifying the Borrower of a breach or alleged breach.

9. The Borrower has invested in the lands and Project, as at the date hereof **\$[insert amount]** of its own capital.
10. Any and all funds received from the Bank previously as advances under the Letter Agreement have been expended or are being held in trust solely for the purpose for which they were advanced; no item of construction costs previously certified to the Bank with a request for advance remains unpaid as of the date hereof; further, there are no trade or supplier disputes.
11. The summary of Project costs attached hereto as Schedule A is true and accurate.
12. All of the statements contained in this certificate are true, complete and accurate in all respects as of the date hereof.

Dated this                      day of                      , 20\_\_\_\_.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule "G" to the agreement dated September 27, 2021, between Whistler 2020 Development Corp., as Borrower, and Royal Bank of Canada, as the Bank.

### BUILDERS LIEN OFFICERS DECLARATION

<b>TO:</b> Royal Bank of Canada (" <b>Bank</b> ")	<b>BORROWER:</b> Whistler 2020 Development Corp. (" <b>Borrower</b> ")
<b>ADVANCE NO:</b>	<b>PROJECT:</b> Servicing and subdivision of approximately 4.05 acres of land into Lots at Phase 2 Cheakamus Crossing, site D3 on a portion of the Project Lands (" <b>Project</b> ")
<b>CERTIFICATE DATE:</b> [Date]	<b>COMPLETION DATE:</b> [Date] (" <b>Completion Date</b> ")

1. I, [insert name], of [city, province] am the [title] of the Borrower and I have knowledge of the letter agreement between the Bank and the Borrower dated September 27, 2021 (the "**Letter Agreement**") and the security defined therein.
2. The representations and warranties contained in the Letter Agreement and the security are true and accurate in all respects as of the date hereof.
3. The requirements of the applicable real property lien legislation (the "**Act**") are being met for the Project and nothing has occurred subsequent to the date of the Letter Agreement or the security which has or may result in the creation of any lien, charge or encumbrance on the lands of the Project or any part thereof or which has or may substantially and adversely impair the Borrower's ability to make all payment of principal and interest and all other costs as required by the Letter Agreement or the security or which has or may have or may substantially and adversely impair the financial standing of any guarantor(s) or the Borrower's obligations under the Letter Agreement or the security.
4. By holding the amounts the Borrower presently has on deposit in the holdback account(s) established pursuant to the Act for the Project ("**Project Holdback Account(s)**"), the Borrower is complying with all applicable provisions of the Act relating to holdbacks and holdback accounts.
5. The Borrower acknowledges that the Bank is not in any way responsible for the administration of the Project Holdback Account(s), including, but not limited to such matters as determining the amount of holdbacks required by the Act to be deposited into the Project Holdback Account(s), the number of Project Holdback Account(s) required for the Project or when monies are to be withdrawn from the Project Holdback Account(s) and I further acknowledge that it is solely the Borrower's responsibility to ensure the administration of the Project Holdback Account(s) complies with the requirements of the Act.
6. There are no trade or supplier disputes that the Bank has not been made aware of in writing.
7. All statements contained herein are true, complete and accurate.

Dated at [City], [Province], this [date] day of [month], 20[ ].

**Borrower name**

per: \_\_\_\_\_