

PARTNERING AND CREDIT LINE AGREEMENT

Cheakamus Crossing Phase 2

THIS AGREEMENT made as of the ___ day of _____, 2021,

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way
Whistler, B.C. V8E 0X5

(the “**RMOW**”)

AND:

WHISTLER 2020 DEVELOPMENT CORPORATION

P.O. Box 278
Whistler, B.C. V0N 1B0

(“**WDC**”)

WHEREAS:

- A. WDC is a wholly-owned corporation of RMOW and proposes to construct a housing development (the “**Development**”) comprising employee-restricted and market rental and for-sale housing and building lots, on a portion of the ‘Lands’ as defined in the Municipal Services Agreement between the parties dated August 18, 2006, which are currently legally described as Parcel Identifier: 026-772-213, Block A, District Lot 8073, Group 1, New Westminster District, Except: Plan EPP277, generally in accordance with the Project Plan;
- B. WDC has requested that the RMOW make available to WDC a line of credit of up to ten million dollars (\$10,000,000) toward development and construction costs of the Development;
- C. RMOW may, pursuant to Section 21 of the *Community Charter*, provide assistance to a business or other entity through a partnering agreement for the provision of a service on behalf of the RMOW. The RMOW created WDC for the purpose of designing, financing, developing, constructing, marketing and selling or leasing housing and commercial space on the Lands;
- D. RMOW has published notice of the assistance under section 24 of the *Community Charter*.
- E. WDC also owes RMOW \$9,369,733.00 (the “**Existing Debt**”) and will repay the Existing Debt in addition to the monies advanced to WDC by the RMOW under this Credit Line Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) **“Agreement”** means this agreement including the recitals and the Schedules hereto, as amended from time to time in accordance with this agreement;
- (b) **“Business Day”** means a day other than a Saturday, Sunday, statutory holiday in the Province of British Columbia, Boxing Day or Easter Monday;
- (c) **“Construction Lien Legislation”** means applicable legislation in respect of construction liens, mechanics’ liens, builders’ liens or renovation liens;
- (d) **“Credit Line”** has the meaning given in Section 2.1 of this Agreement;
- (e) **“Environmental Laws”** means all federal, provincial and local government laws, statutes and ordinances now or hereafter in effect relating to protection of the environment, public health and safety, health and safety of the workplace, and on-site or off-site contamination, including without limitation all common law and the *Canadian Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Workers Compensation Act* (British Columbia), the *Environmental Management Act* (British Columbia) and all rules, regulations, policies and criteria promulgated thereunder from time to time;
- (f) **“Environmental Notice”** means any claim, citation, directive, request for information, statement of claim, notice of investigation, letter or other written communication with respect to the application of Environmental Laws from any Governmental Authority;
- (g) **“Event of Default”** has the meaning given in Section 13.1 of this Agreement;
- (h) **“First Credit Line Advance Date”** has the meaning given in Section 2.1 of this Agreement
- (i) **“Governmental Authority”** means any federal, provincial, territorial or municipal government, and any government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;
- (j) **“Hazardous Substance”** means any substance which is regulated under Environmental Laws, including any hazardous product, contaminant, toxic substance, deleterious substance, radioactive substance, a pollutant, waste, special waste, dangerous good or reportable substance;
- (k) **“Interest Rate”** has the meaning given in Section 4.1 of this Agreement;
- (l) **“Lands”** means that portion of Block A District Lot 8073 New Westminster District Group 1, Except Plan Epp277 that includes Parcel A, Parcel D3, and the “Mount Fee” roadway between Parcel A and Parcel D3, all as described in the Project Plan, as the same may be subdivided or dedicated in connection with the Development;

- (m) **“Lien”** means any mortgage, lien, charge, hypothec or encumbrance, whether fixed or floating, or any security interest, statutory lien, prior claim, license, reservation, restriction, restrictive covenant, tax, claim for lien, legal hypothec and certificate of action under Construction Lien Legislation, or order or judgment issued by any court or execution, on, in or against title to the Lands;
- (n) **“Maturity Date”** means the second anniversary of the First Credit Line Advance Date, or a later date determined in accordance with this Agreement;
- (o) **“Permitted Encumbrances”** has the meaning set out in Schedule A;
- (p) **“Person”** or **“person”** means any individual, corporation, limited-liability company, partnership, firm, joint venture, association, trust, or other entity or organization, including a Government Authority;
- (q) **“Project Plan”** means the Parcel A Project Plan dated September 2020 and included in the WDC 2020 Business Plan, a copy of which is on file in the office of the RMOW Corporate Officer, as the same may be amended from time to time by amendment or replacement of WDC’s business plan as approved by the RMOW;
- (r) **“Release”** includes releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, depositing, introducing, migrating, disposing or dumping or allowing or permitting any of the foregoing to occur, and when used as a noun, will have a similar meaning;
- (s) **“Security”** has the meaning given in Section 6; and
- (t) **“Tax”** or **“Taxes”** includes all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including income, capital, withholding, consumption, sales, use, transfer, goods and services or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local area service, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges) together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges.

1.2 Headings

The division of this Agreement into sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

1.3 Currency

All transactions referred to in this Agreement will be made in lawful currency of Canada.

1.4 Singular, Plural, Gender and Person

Wherever in this Agreement the context so requires the singular number shall include the plural number and vice versa and words importing gender shall be deemed to include all genders.

1.5 Statutes

Each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

1.6 Schedules

The following attached schedules are incorporated in this Agreement and are deemed to be part of this Agreement and any reference to this Agreement shall mean this Agreement including such schedules:

Schedule A	-	Permitted Encumbrances
Schedule B	-	Form of Promissory Note

1.7 Statutory references

Unless otherwise specified, a reference in this Agreement to a statute is deemed to be a reference to that statute, and to the regulations made under that statute, as amended or re-enacted from time to time.

1.8 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in Whistler, British Columbia.

2. ADVANCES

2.1 Credit Line Advances

Subject to the provisions of this Agreement, the RMOW agrees to provide assistance to WDC by making available to WDC a credit line in the sum of \$10,000,000 ("**Credit Line**"). The first advance of the Credit Line will be made within 10 days after receipt by the RMOW of the Security and a written request (a "**Progress Draw Request**") for an advance signed by the WDC's General Manager, or other person authorized by the board of directors of WDC if the board has delivered written notice of the authorized person to the RMOW's Director of Finance (the "**First Credit Line Advance Date**"). Provided an Event of Default has not occurred, further advances of the Credit Line will be available, and will be advanced by the RMOW to WDC from time to time not less than five Business Days after receipt by the RMOW of each further Progress Draw Request. Any amounts repaid by WDC on account of principal will not be available for re-advance prior to the Maturity Date.

2.2 Condition Precedent to Credit Line Advances

Every advance of the Credit Line under Section 2.1 is expressly subject to the prior delivery by WDC to the RMOW's Chief Administrative Officer its most current and complete quarterly report in the form approved by the RMOW prior to the execution and delivery of this Agreement if the same has not previously been delivered to RMOW.

3. PURPOSE

3.1 Credit Line

WDC will provide a service on behalf of the RMOW, being construction and development of the Development in accordance with the Project Plan. WDC will use the Credit Line to pay costs of construction and development of the Development in accordance with the Project Plan, and for such other purposes as may be agreed to in writing by the RMOW in its sole discretion.

4. INTEREST RATE, CALCULATION AND PAYMENT

4.1 Interest Rate

The RMOW and WDC agree that for the purposes of this Agreement "Interest Rate" means that variable interest rate charged at the relevant time or for the relevant period by the Municipal Finance Authority to the RMOW from time to time, if the RMOW were to borrow the principal amount of the Credit Line from the Municipal Finance Authority, provided that for the purposes of this Agreement the rate shall always exceed zero (0%) per cent.

4.2 Payment of Interest

WDC will pay in accordance with section 5.1, interest on the unpaid daily balance of the Credit Line calculated in accordance with section 4.3.

4.3 Calculation

Interest on the outstanding and unpaid daily balance of the Credit Line will accrue at the Interest Rate, calculated monthly on the 10th Business Day of each month and compounded monthly, not in advance, before and after each of maturity, default and judgment, commencing on the First Credit Line Advance Date until the whole of the Credit Line is paid in full. Subject to section 13.2(b), interest will also be calculated as aforesaid and be payable on overdue interest on the same dates as the current interest is paid.

5. REPAYMENT OF CREDIT LINE

5.1 Repayment

On or before the Maturity Date, WDC will pay to RMOW the outstanding balance of the Credit Line and accrued and overdue interest. All payments will be applied first to outstanding interest and second to principal.

5.2 Place of payment

WDC will make all payments pursuant to this Agreement to the RMOW at the RMOW's address set out on page 1 of this Agreement in cash or otherwise immediately available funds.

5.3 Pre-Payment

WDC may prepay the outstanding balance of the Credit Line, in whole or in part, at any time and from time to time, without notice, penalty or bonus, but subject to any applicable

fee under section 5.4 (b), and any such payment will be applied in accordance with Section 5.1.

5.4 Extension of Maturity Date

The RMOW and WDC may, by mutual written agreement:

- (a) made on or before the date that is two months prior to the Maturity Date, extend the Maturity Date by six months, without payment to the RMOW of any administrative fee or other consideration in respect to the extension; and
- (b) if the Maturity Date has been extended pursuant to Section 5.4 (a), on or before the date that is two months before such extended Maturity Date, extend the Maturity Date by 30 months, and in addition to paying the outstanding principal of the Credit Line and accrued interest pursuant to this Agreement, WDC will also pay the RMOW an administrative fee in the amount of 0.5% of the outstanding principal of the Credit Line with accrued interest, calculated as of the date of payment to the RMOW.

6. REPAYMENT OF PRIOR EXISTING DEBT

6.1 Repayment

Without limiting previous partnering and loan or credit agreements between the parties, and in consideration of the RMOW granting extensions on the amounts owing by WDC to the RMOW in the total amount of \$9.37 Million (the “**Existing Debt**”) under previous agreements, WDC agrees that on or before the Maturity Date and after repayment in full of the outstanding balance of the Credit Line and interest thereon, WDC will pay to RMOW the outstanding balance of the Existing Debt, together with interest accrued annually and accruing since October 24, 2017, at the Interest Rate calculated and paid in accordance with Section 4.2 and 4.3 of this Agreement.

6.2 WDC acknowledges and agrees that as of the date of the making of this Agreement, WDC owes the RMOW the Existing Debt and interest accrued on that debt since October 24, 2017

6.3 Nothing in Section 6.1 of this Agreement alters the obligation of WDC to pay the RMOW the Existing Debt and interest thereon.

7. SECURITY

7.1 Security

As security for the Credit Line, WDC will execute and deliver, or cause to be executed and delivered, to the RMOW the following documents:

- (a) assignments of any property insurance in respect of the Lands showing the RMOW as loss payee, second in priority only to a registered first mortgagee of the Lands providing construction financing in respect of the Development; and
 - (b) a Promissory Note for \$10,000,000 in the form attached as Schedule B;
- (collectively, the “**Security**”).

8. CONDITIONS PRECEDENT TO ADVANCE OF RMOW'S CREDIT LINE

8.1 RMOW not obliged

The RMOW shall have no obligation to advance the Credit Line in whole or in part unless:

- (a) this Agreement, all Security and all other documents required by the RMOW or its counsel, acting reasonably shall have been executed and delivered to the RMOW in form and substance satisfactory to the RMOW, acting reasonably;
- (b) each of the representations and warranties contained in this Agreement is true and correct in all material respects as if made on the dates of advance of the Credit Line;
- (c) no Event of Default shall have occurred in relation to the Credit Line and shall be continuing; and
- (d) in the discretion of the RMOW, acting reasonably, there has been no material adverse change in the financial condition of WDC.

9. REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties

WDC represents and warrants to the RMOW that:

- (a) WDC has been duly incorporated and validly exists under the *Business Corporations Act* (British Columbia);
- (b) WDC has full corporate power and capacity to carry out the Development, to borrow the Credit Line and to observe, perform and carry out its obligations hereunder;
- (c) there is no provision in WDC's constating documents or any other agreement or document to which WDC is a party which restricts or limits the powers of WDC to borrow the Credit Line and to secure the Credit Line in the manner contemplated by the Security;
- (d) the Security and every instrument or document delivered pursuant to this Agreement has or will have been duly and validly authorised by all requisite actions of WDC and constitutes legal, valid and binding obligations of WDC, enforceable against WDC in accordance with its terms;
- (e) the Lands, and the operation thereon, will at all times comply in all material respects with all applicable laws, regulations and by-laws (including without limitations all Environmental Laws), and all requisite agreements, licences, registrations, permits, certificates, consents, approvals, privileges or other rights which are required by any Governmental Authority have been issued or obtained without variance or condition and there is no litigation, claim, action, injunctive proceedings or other proceedings pending, or, to WDC's knowledge, threatened with respect to any of such agreements, licences, registrations, permits, certificates, consents, approvals, privileges or other rights;

- (f) WDC has duly and in a timely fashion filed all tax returns required to be filed by it, and has paid all taxes, charges, penalties and interest due and payable by it;
- (g) there are no actions, suits or proceedings pending, or to its knowledge threatened against WDC in any court or before any Governmental Authority which are likely to materially adversely affect the financial condition of WDC or the title of WDC to the Lands;
- (h) all financial and other information provided by WDC to the RMOW was true, accurate and complete in all material respects at the time provided and continues to be true as of the date of this Agreement;
- (i) no Event of Default caused by or related to WDC has occurred and is continuing;
- (j) WDC has disclosed to the RMOW all facts known to it which might reasonably be expected to have a material adverse effect on it or the Lands;

9.2 Survival of Representations and Warranties

The representations and warranties of WDC will be true and accurate when WDC signs this Agreement and will continue to be true when the Credit Line is made to WDC in whole or in part and until WDC satisfies in full all its obligations and liabilities under this Agreement.

10. COVENANTS

10.1 Positive Covenants of WDC

Until the Credit Line and interest thereon, the Existing Debt, and any other amounts owing by WDC to the RMOW pursuant to this Agreement are repaid in full, WDC covenants and agrees with the RMOW that WDC will:

- (a) at all times administer, manage, control and operate the Lands in a proper and efficient manner, in accordance with the Project Plan except otherwise agreed by the RMOW in writing;
- (b) observe and perform WDC its obligations contained in this Agreement and in any Security to which WDC is a party;
- (c) promptly inform the RMOW of any fact of which it becomes aware which materially adversely affects or could materially adversely affect WDC or its financial condition or Lands;
- (d) give the RMOW prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
- (e) preserve and maintain as valid and in good standing its rights, powers, permits, licences, registrations, certificates, and all other approvals or consents required by any Governmental Authority, as well as privileges and other rights in a manner and to a standard consistent with that of a prudent owner and operator and, to the extent that it is prudent to do so, exercise any rights of renewal or extensions of any agreement, licence, registration, permit, certificate, consent, approval, privilege or other right which is necessary for, or material to the continued operation of the Lands and any improvements thereon;

- (f) comply, and shall use reasonable commercial efforts to cause all users, occupiers, invitees or tenants on the Lands to comply, in all material respects with all applicable laws, rules, governmental restrictions and regulations in respect of the Lands or otherwise (including, without limitation, all Environmental Laws and all fire codes in accordance within the time frames required thereby);
- (g) notify the RMOW promptly in the event of any violation of Environmental Laws by WDC or any user, occupier or tenant of the Lands or portion thereof owned by WDC from time to time, including any Release of any Hazardous Substance in, on, or under the Lands and shall promptly forward to the RMOW a copy of any claim, writ of summons, complaint, Environmental Notice, application or any other communication or report in connection with any violation of any Environmental Law or Release or presence of any Hazardous Substances in, on or under the Lands or any other matter relating to Environmental Laws at the Lands;
- (h) maintain and keep the Lands (including all improvements thereon) owned by WDC from time to time in good and proper order and repair to the RMOW's satisfaction, acting reasonably;
- (i) permit the RMOW and its respective employees and agents, on reasonable written notice, subject to the rights of tenants, to enter upon and inspect the Lands or any improvements thereon, and if the RMOW is of the opinion, acting reasonably, that there has been any financial impropriety or irregularity, WDC's books and records relating to the Lands and improvements or otherwise from time to time, during business hours;
- (j) file, in a timely manner, all tax returns required to be filed by WDC, including without limitation income tax returns, and will pay all taxes, charges, penalties and interest due and payable by WDC;
- (k) pay when due all Taxes in connection with the Lands and improvements thereon, and deliver to the RMOW, at the RMOW's request from time to time, receipts or other evidence satisfactory to them evidencing such payments;
- (l) only seek or apply for an exemption from any Taxes applicable to the Lands or improvements thereon with the RMOW's prior agreement to such application;
- (m) insure and keep insured the Lands and improvements thereon in accordance with Article 11;
- (n) in a timely manner, perform all its obligations, and enforce all of its rights, under all Permitted Encumbrances; and
- (o) comply in all material respects with all applicable laws, regulations, by-laws, statutes, applicable official directive, rules, consents, approvals, authorisations, guidelines, orders and policies of any Governmental Authority.

10.2 Negative Covenants of WDC

Until the Credit Line and interest thereon, the Existing Debt, and any other amounts owing by WDC to the RMOW pursuant to this Agreement are repaid in full, WDC covenants and agrees with the RMOW that WDC will not:

- (a) except for Permitted Encumbrances, grant, create, assume allow or permit any Lien against title to the Lands and if any claim of builders lien is, at any time, registered against title to the Lands, to cause the same to be discharged within 30 days after WDC becomes aware of the same;
- (b) except for the sale of strata lots or lots in the ordinary course of WDC's business sell, transfer, convey, lease or otherwise deal with all or any part of the Lands without first obtaining the written consent of the RMOW, which consent may or may not be granted in the RMOW's sole discretion, and if granted, will be subject to conditions specified in a covenant in the RMOW's favour registered against title to the Lands;
- (c) cause, permit or allow the manufacture, holding, handling, transportation, Release or presence of Hazardous Substances at, upon, under or within the Lands and in the event of any such Release of Hazardous Substances in, on or under the Lands, to promptly investigate and remove any such Hazardous Substances and remediate the Lands to comply with the terms of any Environmental Laws applicable to such remediation;
- (d) except for Permitted Encumbrances, request additional financing and/or increase indebtedness using the Lands as security for such additional financing or indebtedness without the prior written consent of the RMOW which consent may be withheld in the RMOW' sole discretion; and
- (e) subject to the development and sale of the D3 lots under the Project Plan, use the Lands for any purpose other than for the construction, servicing and operation of employee restricted housing; and
- (f) sub-contract principle responsibility for managing the Development to any Person without first obtaining the written consent of the RMOW, which consent may be withheld in the RMOW's sole discretion.

11. INSURANCE

11.1 WDC Insurance

Until the Credit Line and interest thereon, the Existing Debt, and interest thereon and all other amounts pursuant to this Agreement, are repaid to the RMOW in full, WDC covenants and agrees with the RMOW that WDC will at its cost, obtain and keep in force:

- (a) "wrap-up" insurance in respect of the Development; and
- (b) course of construction insurance in respect of the Development, in an amount of not less than \$10,000,00,

in the form and with the content approved by the RMOW's Chief Administrative Officer prior to the making of this Agreement.

11.2 Policies

WDC will effect the insurance referred to in Section 11.1 with insurers, and upon terms and in amounts, as to deductibles and otherwise, satisfactory to the RMOW, acting reasonably, provided they are available for commercially reasonable premiums. WDC

will provide a certificate of insurance to the RMOW, or within a reasonable period of time after written request from the RMOW, a duplicate of the policy as evidence of the insurance protection provided. WDC will pay the premium for each policy. If WDC fails to purchase or keep in force such insurance the RMOW may effect such insurance, at WDC's cost.

11.3 Terms of Insurance

WDC will use commercially reasonable efforts to cause each policy of insurance referred to in this Section 11 to contain an undertaking by the insurer(s) to notify the RMOW at least 30 days prior to cancellation or any other change material to the RMOW's interests. The liability policy will include the RMOW as an additional named insured and will contain a waiver of subrogation clause in favour of the RMOW.

12. INDEMNITY

12.1 WDC will indemnify and save harmless the RMOW and its elected officials, officers, employees and agents from and against any losses, damages, expenses (including legal fees on a solicitor and own client basis) and liabilities (including those arising from any litigation or other proceedings) with respect to any breach or default by WDC of this Agreement or any document contemplated by or delivered under or in connection with this Agreement.

12.2 Environmental Indemnity

WDC will indemnify and save harmless the RMOW, its elected officials, officers, employees, and agents, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the RMOW, its elected officials, officers, employees, and agents, arising directly or indirectly, out of:

- (a) a breach by the Lessee of the representation and warranty contained in Section 9.1 or either of the covenants set out in Section 10.1 (g) or Section 10.2 (c);
- (b) the presence of or release of any Hazardous Substance contrary to any Environmental Laws on or off-site of the Lands; and
- (c) any action taken by the RMOW with respect to the existence of any Hazardous Substance contrary to any Environmental Laws on or off-site of the Lands,

and such indemnity will survive the expiration or any termination of this Agreement notwithstanding anything in this Agreement to the contrary.

13. DEFAULT

13.1 Events defined

The occurrence of any one or more of the following events shall constitute an event of default under this Agreement (an "**Event of Default**"):

- (a) WDC fails to pay when due any principal, interest, or other amount owing pursuant to the Credit Line and such default continues for a period of seven Business Days after receipt by WDC of notice of such default from the RMOW;
- (b) WDC or any other Person liable to do so fails to perform or comply with any of its covenants or obligations to the RMOW contained in this Agreement (other than a covenant or obligation referred to in Section 13.1 (a)), or the Security or any other agreement between WDC or such other person and the RMOW in respect of the amounts owing under this Agreement and such default continues for a period of 30 days after receipt by WDC of notice of such default from the RMOW;
- (c) WDC is in default beyond any applicable cure period in payment when due or performance of any of its indebtedness or obligations to the RMOW arising otherwise than under this Agreement or in respect of the amounts owing under this Agreement;
- (d) WDC fails to pay any material amount when due to a third party who may claim a Lien in respect of the Lands, unless such amount is being contested on reasonable grounds;
- (e) subject to this Agreement, WDC sells all or substantially all its assets,
- (f) WDC commits an act of bankruptcy; becomes insolvent (as such term is defined pursuant to the *Bankruptcy and Insolvency Act (Canada)*), makes an assignment for the benefit of creditors, files a notice of intention to file a proposal or makes a proposal under the *Bankruptcy and Insolvency Act (Canada)*, admits the material allegations of any petition filed against it in any bankruptcy, reorganization or insolvency proceeding, petitions or applies to any tribunal for the appointment of any receiver, trustee or similar liquidator of it or all or a substantial part of its assets, or if any action shall be taken by WDC for the purpose of effecting any of the foregoing, or if any Person takes possession of all or a substantial portion of the property of the WDC by way of or in contemplation of enforcement of security, or a distress, execution or similar process is levied or enforced against any such property;
- (g) any petition in bankruptcy is filed or any other proceeding is commenced against WDC or any part of its property under any law relating to reorganization, arrangement or re-adjustment of debt, dissolution, winding-up or similar law, unless there is a bona fide defence to such proceeding and such proceeding is diligently contested by all appropriate action; or an order, judgment or decree shall be entered by any court of competent jurisdiction approving a petition seeking reorganization of WDC or appointing a receiver, trustee or liquidator of WDC, or of all or a substantial part of its assets;
- (h) any Person takes possession of all or any portion of the Lands by way of, or in contemplation of enforcement of security, or a distress or execution or similar process is levied or enforced against the Lands;
- (i) any encumbrance affecting the Lands arises or exists, except for the Security and Permitted Encumbrances, and such encumbrance is not discharged within 30 Business Days after receipt by WDC of notice thereof from the RMOW;

- (j) any Governmental Authority takes any action to condemn, seize or expropriate all or any portion of the Lands;
- (k) damage to or destruction of any material improvements on the Lands by fire or other casualty and the loss, in the RMOW's opinion, is not adequately insured, and WDC on demand by the RMOW fails to deposit forthwith with the RMOW an amount equal to the loss sustained;
- (l) WDC fails to comply with any material lawful requirement pertaining to the Lands or the Development of any Government Authority within the time period lawfully required by such authority;
- (m) any representation or warranty by WDC herein or in any other agreement or instrument executed by WDC of which the RMOW has the benefit or any certificate delivered herewith or pursuant hereto, is untrue or incorrect in whole or in part, in any material respect; or
- (n) registration of a Lien, or any attempt to register a Lien, in an amount that exceeds \$33,000,000.00 (it being acknowledged that by prior written mutual agreement between the parties registration of a mortgage or other similar security in respect of third-party development and/or construction financing for the Development in an amount that does not exceed \$33,000,000 will not be an Event of Default).

13.2 Consequences

If any Event of Default occurs and is continuing:

- (a) WDC will have no right to further advances under of the Credit;
- (b) the RMOW may declare the outstanding balance of the Credit Line together with accrued interest and other costs, to be immediately due and payable and, in such case, the interest will be re-calculated at the Interest Rate plus 2%;
- (c) WDC will immediately take all commercially reasonable actions to repay the Credit Line; and
- (d) the RMOW shall be entitled to enforce all Security and the RMOW shall be entitled to exercise any and all other rights which it may have against WDC by agreement or by law.

14. NOTICES

14.1 Notices

Any notice, request, demand and other communication required or permitted to be given under this Agreement shall be in writing and will be sufficiently given if, to the RMOW, it is delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested), or if, to WDC, it is posted visibly on the Lands or is delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) as follows:

- (a) if to the RMOW:
Resort Municipality of Whistler

4325 Blackcomb Way,
Whistler, B.C. V8E 0X5

Attention: Municipal Clerk

E-mail: corporate@whistler.ca

(b) if to WDC:

Whistler 2020 Development Corp.
P.O. Box 278
Whistler, B.C. V0N 1B0

Attention: Neil Godfrey

E-mail: godfrey_nj@hotmail.com

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this Section 14.1. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of posting on the Lands, at time of posting, delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Business day, or on the next Business Day if such facsimile or e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

15. GENERAL

15.1 Approval

Each Party will respond promptly and in good faith to any request from the other party, or any other party for approval or consent hereunder.

15.2 Assignment

This Agreement shall not be assignable by either party in whole or in part without the mutual written consent of both parties. Any purported assignment without the required consent is not binding or enforceable against any party.

15.3 Enurement

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

15.4 Written Waivers

No indulgence or forbearance by the RMOW shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of WDC; and any such waiver must be in writing and signed by the RMOW and then such waiver

shall only be effective in a specific instance and for the specific purpose for which it is given.

15.5 Further Assurances

Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Agreement.

15.6 Remedies Cumulative

The rights and remedies under the Agreement are cumulative and are not in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

15.7 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

15.8 Delivery by Fax or Electronically

Any party may deliver an executed copy of this Agreement by electronic mail in PDF format, but that party will immediately dispatch by delivery in person to the other parties an originally executed copy of this Agreement.

15.9 Amendment

This Agreement may not be amended except by a written instrument signed by the RMOW and

15.10 Governing Law

This Agreement and any dispute arising out of or in connection with this Agreement shall be governed exclusively by and shall be enforced, construed and interpreted exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Agreement.

15.11 Attornment

The parties agree to submit to and hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for any action arising out of or in connection with this Agreement.

15.12 Evidence of Liability

The records of the RMOW with respect to advances of the Credit Line and payments of interest and principal by WDC are conclusive evidence of the liability of WDC to the RMOW.

15.13 Paramountcy

The provisions set forth in any security or agreement between WDC and the RMOW will not merge with this Agreement but shall survive the execution, delivery and registration of this Agreement except that, if such provisions are inconsistent with the provisions hereof, this Agreement shall govern.

15.14 Independent Legal Advice

WDC confirms it has had an opportunity to obtain independent legal advice in entering into this Agreement.

15.15 Severability

Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason WDC whatsoever such provision shall be severed from this Agreement and will not affect the legality, validity or enforceability of the remainder of or any other provision of this Agreement.

15.16 Time of Essence

Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties as of the day and year first above written.

RESORT MUNICIPALITY OF WHISTLER

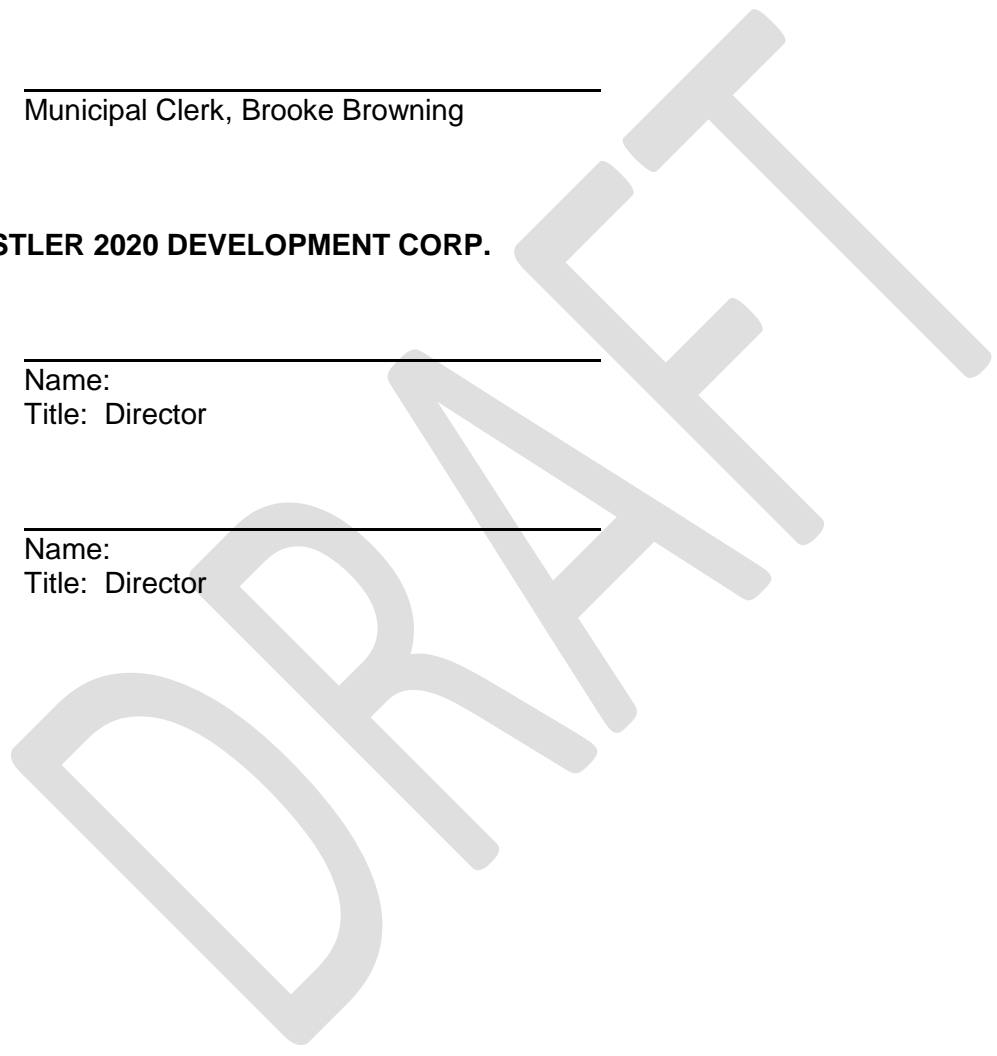
Per: _____
Mayor, Jack Crompton

Per: _____
Municipal Clerk, Brooke Browning

WHISTLER 2020 DEVELOPMENT CORP.

Per: _____
Name:
Title: Director

Per: _____
Name:
Title: Director



SCHEDULE A

PERMITTED ENCUMBRANCES

A1. "Permitted Encumbrances" means any of the following in relation to the Lands, or any other encumbrances for which WDC has obtained the prior written consent of the RMOW:

1. liens for taxes, assessments, governmental charges or levies not at the time due;
2. any lien or encumbrance the validity of which is being contested by WDC in good faith;
3. any reservations, limitations, provisos and conditions expressed in any original grant from the Crown;
4. title defects or irregularities which, are of a minor nature and in the aggregate would not reasonably be expected to materially impair the usefulness of the Lands;
5. inchoate or statutory liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of construction, maintenance, repair or operation of the Lands, provided that such liens are related to obligations not due or delinquent and are not registered against title to the Lands and in respect of which adequate holdbacks are being maintained as required by applicable law;
6. the following registered against the Lands:
 - (a) Legal Notations: as described in title search, attached to and forming part of this Schedule A, and
 - (b) Charges and Liens and Interests: as described in title search, attached to and forming part of this Schedule A; and
7. any and all covenants, statutory rights of way, easements, rent charges and similar encumbrances required by the RMOW or the Her Majesty the Queen in Right of the Province of British Columbia, granted in favour of any public or private utility or service provider, or determined by WDC to be necessary or desirable in connection with the subdivision and rezoning of the Lands, and the servicing, development and constructions of the Development.

A2. Maximum Amount of Lien: Without limiting the foregoing, the maximum amount of any Lien is \$33,000,000, and Section 13.1(n) applies.

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under SECTION 189 LAND TITLE ACT

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number BB673883
From Title Number BA311771

Application Received 2008-07-09

Application Entered 2008-07-10

Registered Owner in Fee Simple
Registered Owner/Mailing Address: RESORT MUNICIPALITY OF WHISTLER
4325 BLACKCOMB WAY
WHISTLER, BC
V0N 1B4

Taxation Authority North Shore - Squamish Valley Assessment Area

Description of Land
Parcel Identifier: 026-772-213
Legal Description:
BLOCK A DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT
EXCEPT: PLAN EPP277

Legal Notations
SUBJECT TO PROVISOS, SEE CROWN GRANT BA311771

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB143626

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB304513

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB304514

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB318836

TITLE SEARCH PRINT

File Reference: 504110

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB318839

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB343598 EXPIRES 2010/05/30

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB838591

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB850321

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB855854

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB867916

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB871735

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB883311

HERETO IS ANNEXED EASEMENT CA817910 OVER LOT 2 PLAN EPP277

HERETO IS ANNEXED EASEMENT CA817911 OVER LOT 3 PLAN EPP277

Charges, Liens and Interests

Nature:	UNDERSURFACE AND OTHER EXC & RES
Registration Number:	BA311772
Registration Date and Time:	2006-08-17 14:58
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA SEE BA311771

Nature:	COVENANT
Registration Number:	BA311773
Registration Date and Time:	2006-08-17 14:59
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA

Nature: COVENANT
Registration Number: BA311774
Registration Date and Time: 2006-08-17 14:59
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA

Nature: COVENANT
Registration Number: BA311775
Registration Date and Time: 2006-08-17 14:59
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: BB59991
Registration Date and Time: 2007-02-01 09:22
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA

Nature: COVENANT
Registration Number: CA817856
Registration Date and Time: 2008-06-16 15:42
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA817857
Registration Date and Time: 2008-06-16 15:42
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA3250960
Registration Date and Time: 2013-07-24 10:21
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
Remarks: INTER ALIA

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

SCHEDULE B

Form of Promissory Note

Borrower: **RESORT MUNICIPALITY OF WHISTLER**
4325 Blackcomb Way
Whistler, B.C. V8E 0X5
(the "**RMOW**")

Lender: **WHISTLER 2020 DEVELOPMENT CORPORATION**
P.O. Box 278
Whistler, B.C. V0N 1B0
("**WDC** ")

"**Principal Amount**" means \$10,000,000.00

1. FOR VALUE RECEIVED, the Borrower unconditionally promises to pay to the Lender, at the Lender's address indicated above or at such other place as the Lender may direct in writing to the Borrower, the Principal Amount, together with interest thereon at the rate specified in the Partnering and Credit Line Agreement dated _____, 2021 between the undersigned and the RMOW (the "Credit Line Agreement").
2. This promissory note (the "**Note**") is issued pursuant to section 7.1 (b) of the Credit Line Agreement.
3. The Borrower agrees that any and all amounts under this Note will be repaid in full by the Borrower to the Lender no later than the "**Maturity Date**" defined in the Credit Line Agreement.
4. The records of the Lender from time to time indicating the aggregate unpaid balance outstanding hereunder at any relevant point in time shall be rebuttable presumptive evidence of the amount owing and unpaid on this Note.
5. All costs, expenses, and expenditures as a result of any default by the Borrower, including without limitation the complete legal costs incurred by the Lender in enforcing this Note, will be added to the principal then outstanding and will immediately be paid by the Borrower.
6. The Borrower covenants and agrees with the Lender that: (a) the Borrower shall pay all sums of money when due under the Credit Line Agreement and this Note; and (b) the Borrower shall promptly provide written notice to the Lender of any Event of Default (having the meaning under section 13.1 of the Credit Line Agreement).
7. If an Event of Default has occurred, the Lender may, at its sole discretion, declare all or part of any amounts outstanding under this Note immediately due and payable (or payable on demand by the Lender) via written notice to the Borrower.
8. Neither the RMOW nor the undersigned may assign this Note without the prior written consent of the other party.

9. If there is any inconsistency between any term or condition of this Promissory Note and any term or condition of the Credit Line Agreement, the terms and conditions of the Credit Line Agreement will prevail.
10. Failure of the RMOW to enforce any of its rights or remedies hereunder or under any instrument securing this note or any releases or surrender of property will not release the undersigned and will not constitute a waiver of the rights of the RMOW to enforce such rights and remedies thereafter.
11. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable in any jurisdiction, it is the parties' intent that such provision be reduced in scope in such jurisdiction (and not in any other jurisdiction) by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.
12. This Note will be exclusively construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable in that Province. Time is of the essence for this Note in all respects.
13. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower. The Borrower waives presentment for payment, notice of dishonour, protest, and notice of protest in respect of this Note. This Note is effective upon execution and delivery by the Borrower.

IN WITNESS WHEREOF the undersigned have executed this promissory note as of the _____ day of _____, 2021.

WHISTLER 2020 DEVELOPMENT CORP.

Per: _____

Name:

Title: Director

Per: _____

Name:

Title: Director