

CONTRIBUTION AGREEMENT

THIS AGREEMENT dated for reference the 23rd day of March, 2007.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Economic Development

(the "Province")

OF THE FIRST PART

AND:

VANCOUVER ORGANIZING COMMITTEE FOR THE 2010 OLYMPIC AND PARALYMPIC WINTER GAMES, a not-for-profit corporation incorporated under Part II of the Canada Corporations Act (Corporation #4193424), and having an office at 3585 Graveley Street, Vancouver, BC V5K 5J5

("VANOC")

OF THE SECOND PART

WHEREAS:

- A. VANOC and the Province have entered into the Performance and Accountability Agreement;
- B. The Resort Municipality of Whistler ("RMOW"), the Whistler 2010 Development Corp. ("WDC") and VANOC have entered into the Whistler Athletes Village Agreement;
- C. Under Article 8 of the Whistler Athletes Village Agreement VANOC is to make the VANOC Capital Contribution to RMOW;
- D. The Province has committed in the MPA and the Performance and Accountability Agreement to share equally with the Government of Canada in the capital costs of sport and event venues for the 2010 Olympic and Paralympic Winter Games;
- E. In partial fulfillment of the Province's commitment in Recital D above, the Province has agreed to make the Contribution to VANOC for the Project;

- F. VANOC has acknowledged that the Contribution will fulfill part of the Province's commitment to contribute to the capital budget of VANOC as described in article 18 of the MPA and section 3.01 of the Performance and Accountability Agreement; and
- G. Further to the preceding, the Province and VANOC wish to enter into this Agreement to help ensure a successful Games, on the following terms and conditions.

NOW THEREFORE in consideration of the premises and covenants and agreements set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

DEFINITIONS

1.01 In this Agreement and the Recitals to this Agreement:

- (a) "Contribution" means, as the context requires, any payment, or the total of all payments, made by the Province to VANOC pursuant to this Agreement;
- (b) "Event of Default" means any event of default described in section 9.01 of this Agreement;
- (c) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;
- (d) "Games" means the XXI Olympic Winter Games and X Paralympic Winter Games, each to be held in the year 2010;
- (e) "MPA" means the agreement entitled "Multiparty Agreement for the 2010 Winter Olympic and Paralympic Games" dated for reference November 14, 2002 among the Province, the Government of Canada, the City of Vancouver, the Resort Municipality of Whistler, the Canadian Olympic Committee, the Canadian Paralympic Committee, the Vancouver 2010 Bid Corporation and VANOC following VANOC's execution of the Joinder Agreement attached to the MPA as Annex J;
- (f) "Performance and Accountability Agreement" means the agreement dated September 13, 2006 between VANOC and the Province, attached as Schedule "1" to this Agreement;
- (g) "Project" means the project for the design and construction of the "Permanent Facilities" as defined in, and contemplated under, the Whistler Athletes Village Agreement;

- (h) "Term" means the term of this Agreement described in section 2.01;
- (i) "VANOC Capital Contribution" means the "VANOC Capital Contribution" defined in section 8.1 of the Whistler Athletes Village Agreement; and
- (j) "Whistler Athletes Village Agreement" means the agreement, substantially in the form attached as Schedule "2" to this Agreement, entitled "Amended and Restated Athletes Village Agreement" to be entered into among RMOW, WDC and VANOC.

TERM

- 2.01 The term of this agreement will commence on execution and delivery and will end on the earlier of June 30, 2012 or upon the windup of VANOC, unless terminated earlier under section 9.02.

CONTRIBUTION

- 3.01 The Province will disburse the Contribution to VANOC in the total amount of \$31 million within 5 business days of notice from VANOC of the execution of the Whistler Athletes Village Agreement as contemplated under section 4.01(e).
- 3.02 Notwithstanding any other provision of this Agreement and the Whistler Athletes Village Agreement, in no event will the Province be or become obligated to pay to VANOC pursuant to this Agreement an amount exceeding \$31 million.

COVENANTS OF VANOC

- 4.01 In recognition and consideration of the Contribution by the Province to VANOC under this Agreement, VANOC covenants and agrees that it will:
 - (a) comply with the provisions of this Agreement;
 - (b) comply with the Performance and Accountability Agreement;
 - (c) comply with provisions of the MPA that are applicable to VANOC;
 - (d) exercise its rights and fulfill its material obligations as contemplated by the Whistler Athletes Village Agreement;

- (e) ensure that the Whistler Athletes Village Agreement is executed by each of the parties to that agreement by March 31, 2007;
- (f) provide the Province with a copy of the executed final version of the Whistler Athletes Village Agreement and any amendments to that agreement, within a reasonable time following such execution or amendment;
- (g) not agree to any material amendment to, or waive any material provision of, the Whistler Athletes Village Agreement (such materiality to be determined by VANOC acting reasonably, unless such amendment or waiver relates to an increase in cost, or delay in the schedule, for the development of the Project contemplated under the Whistler Athletes Village Agreement, in which case such materiality to be determined by the Province acting reasonably) without first obtaining the Province's prior written consent;
- (h) ensure that RMOW receives the VANOC Capital Contribution in accordance with the provisions of the Whistler Athletes Village Agreement;
- (i) ensure that the financial contributions, whether direct or indirect, of the Province and of the Government of Canada to the Project are acknowledged in the manner contemplated by the Whistler Athletes Village Agreement;
- (j) ensure that VANOC's procurement practices involving the use of the Contribution are consistent with the policies and best practices of public bodies, including the Province;
- (k) provide quarterly updates to the Province with respect to the Project in accordance with the Performance and Accountability Agreement;
- (l) with respect to this Agreement, establish and maintain accurate books of account and records (including supporting documents) in relation to the application by VANOC of the Contribution following generally accepted accounting principles;
- (m) prepare and deliver to the Province such written reports, in form and content satisfactory to, and prepared by, a person acceptable to the Province, as the Province may, from time to time, request in connection with this Agreement;
- (n) ensure that the Project complies with all necessary environmental requirements and meets sustainability commitments as contemplated in the Whistler Athletes Village Agreement; and

- (o) indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any negligent act or omission by VANOC or by any of its agents, employees, officers, directors, or subcontractors in relation to this Agreement, other than the acceptance by VANOC of the Contribution by the Province in accordance with the provisions of this Agreement.

APPROPRIATION

- 5.01 Notwithstanding any other provision of this Agreement, the payment of money by the Province to VANOC pursuant to this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province in any fiscal year or part thereof when any such payment may be required, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in section 5.01(a).

ASSIGNMENT AND SUBCONTRACTING

- 6.01 VANOC will not, without the prior written consent of the Province assign, either directly or indirectly, this Agreement or any right of VANOC under this Agreement.

RELATIONSHIP

- 7.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 7.02 VANOC will not be a dependant contractor, the servant, employee or agent of the Province under this Agreement.
- 7.03 VANOC will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm or corporation under this Agreement.

REPRESENTATIONS AND WARRANTIES

- 8.01 VANOC represents and warrants to the Province, with the intent that the Province will rely thereon in entering into this Agreement, that:
- (a) there are no actions or proceedings pending (including appeals or applications for review) or to its knowledge threatened, before any court, arbitrator, administrative agency or governmental body which, if determined against it, would result in a change occurring in its properties, assets, condition (financial or otherwise), business or operations which would materially adversely affect its ability to fulfil its obligations under this Agreement;
 - (b) it has the power and capacity to accept, execute and deliver this Agreement; and
 - (c) this Agreement is binding upon, and enforceable against, VANOC in accordance with its terms.
- 8.02 All representations, warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by or on behalf of VANOC are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.
- 8.03 The provisions of sections 8.01 and 8.02 will continue in full force and effect notwithstanding the fulfillment by VANOC of any or all of its obligations under this Agreement or the contribution by the Province to VANOC of any or all of the monies that the Province becomes liable to pay to VANOC pursuant to this Agreement.
- 8.04 All statements contained in any certificate or other document delivered by or on behalf of VANOC to the Province under, or in connection with, this Agreement will be deemed to be representations and warranties by VANOC under this Agreement.

DEFAULT

- 9.01 Any of the following will constitute an event of default under this Agreement:
- (a) VANOC fails to comply with a material provision of this Agreement or the MPA or with any provision of the Performance and Accountability Agreement, the Province provides written notice of the failure to comply to

VANOC, and VANOC does not cure the failure to comply within 10 business days of receipt of notice from the Province;

- (b) any representation or warranty made by VANOC in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of VANOC pursuant to or as a result of this Agreement, the MPA or the Performance and Accountability Agreement, is untrue or incorrect;
- (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of VANOC which, in the opinion of the Province, materially adversely affects the ability of VANOC to fulfil its obligations under this Agreement;
- (e) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of VANOC;
- (f) VANOC becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; and
- (g) VANOC substantially ceases to operate.

9.02 If an Event of Default occurs then, the Province may, at its option:

- (a) terminate this Agreement by written notice from the Province to VANOC;
and
- (b) specify amounts, not to exceed in total the Contribution provided to VANOC pursuant to this Agreement, that have not been accounted for and applied by VANOC, in the opinion of the Province, to the VANOC Capital Contribution
 - (i) that will be deemed to be funding by the Province of the capital costs of sport and event venues for the Games as contemplated by the MPA or the Performance and Accountability, or both, as the case may be,
 - (ii) that, within 10 business days of actual or deemed receipt by VANOC of notice given by the Province to VANOC, will become due and be payable by VANOC to an entity or entities designated by the Province, or
 - (iii) that are a combination of amounts under subsections (i) and (ii).

9.03 For greater certainty, in relation to section 9.01(a), material provisions of this Agreement include but are not limited to sections 4.01, 6.01, 7.03, 8.01, 10.01, 13.01, 18.01.

NOTICES

10.01 Any notice, document, statement, report, demand or grant desired or required to be given or made pursuant to this Agreement will be in writing and may be given or made if delivered personally to the party to whom it is to be given or made, or if mailed in Canada with postage prepaid addressed to:

if to the Province:

BC Olympic & Paralympic Winter Games Secretariat
7th Floor, 3585 Graveley Street
Vancouver, British Columbia
Canada, V6E 2M6

Attention: President and CEO, BC Olympic & Paralympic Winter
Games Secretariat

and if to VANOC:

Vancouver Organizing Committee for the 2010 Olympic and Paralympic
Winter Games
3585 Graveley Street
Vancouver, British Columbia
Canada, V5K 5J5

Attention: Chief Legal Officer

10.02 Any notice, document, statement, report or demand desired or required to be given or made pursuant to this Agreement may be transmitted by facsimile transmission from either party or the Province and will be conclusively deemed validly given to and received by the intended recipient when so transmitted if transmitted to the following numbers:

If to the Province: (604) 660-3437; and

If to VANOC: (778) 328-2011

10.03 Either party may, from time to time, give written notice to the other party of any change of address or facsimile number of the party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the party giving such notice.

NON-WAIVER

11.01 No term or condition of this Agreement and no breach by one party of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the other party.

11.02 The written waiver by one party of any breach by the other party of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the other party of the same or any other term or condition of this Agreement.

ENTIRE AGREEMENT

12.01 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

FURTHER ACTS AND ASSURANCES

- 13.01 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

TIME OF ESSENCE

- 14.01 Time will be of the essence of this Agreement.

SURVIVAL OF PROVISIONS

- 15.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

INTERPRETATION

- 16.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 16.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 16.03 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and amendments to that statute.
- 16.04 This Agreement will be interpreted and construed with such changes in number and gender as the context so requires.
- 16.05 The Schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 16.06 Any discretion or obligation of the Province under this Agreement may be exercised or performed by the Minister of Economic Development, the Deputy Minister of Economic Development, the President and Chief Executive Officer of the BC Olympic & Paralympic Winter Games Secretariat or any person authorized to act for, or on behalf of, any of them.

SUCCESSORS AND ASSIGNS

17.01 This Agreement will enure to the benefit of and be binding upon VANOC and its successors and permitted assigns and the Province and its assigns.

DISPUTE RESOLUTION

18.01 Any disputes that arise under this Agreement will be referred to and finally resolved in accordance with the following procedure:

- (a) upon receipt of written notice from either party, the President and Chief Executive Officer, BC Olympic & Paralympic Winter Games Secretariat and VANOC, or such other persons designated by either of them, will meet within 14 days of receipt of such notice, and attempt to resolve the dispute described in the notice; and
- (b) unless the parties otherwise agree, if the dispute is not resolved pursuant to subsection (a) of this section, the dispute will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.


18.02. The place of arbitration will be Vancouver, British Columbia.

EXECUTION BY COUNTERPARTS

19.01 This Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other party by facsimile transmission.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as set out below.

SIGNED on behalf of Her Majesty the)
Queen in Right of the Province of)
British Columbia by a duly authorized)
representative of the)
Minister of Economic Development)
on this 23rd day of March, 2007)
in the presence of:)



(Witness)

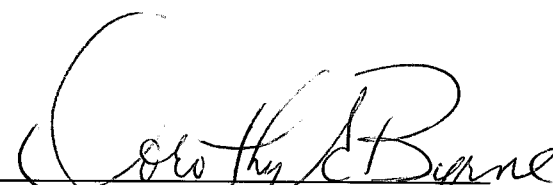


For the Minister of Economic
Development

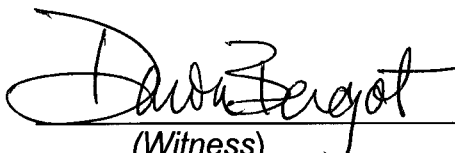
SIGNED on behalf of the Vancouver)
Organizing Committee for the 2010)
Olympic and Paralympic Winter Games)
by duly authorized representatives)
this 28th of March, 2007)
in the presence of:)




(Witness)



For the Vancouver Organizing
Committee for
the 2010 Olympic and
Paralympic Winter Games



(Witness)



For the Vancouver Organizing
Committee for
the 2010 Olympic and
Paralympic Winter Games