

GAMES VENUE AGREEMENT - UBC THUNDERBIRD ARENA

THIS GAMES VENUE AGREEMENT is made November 15, 2006

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA ("UBC")

AND:

**VANCOUVER ORGANIZING COMMITTEE FOR THE 2010 OLYMPIC
AND PARALYMPIC WINTER GAMES ("VANOC")**

WHEREAS:

A) VANOC is a not-for-profit corporation responsible for the organization and staging of the 2010 Olympic and Paralympic Winter Games (the "Games"), as successor to Vancouver 2010 Bid Corporation.

B) UBC and Vancouver 2010 Bid Corporation entered into an agreement dated December 13, 2002, subsequently amended on April 30, 2003, (the "**BidCorp Agreement**") outlining the roles and responsibilities of each party with respect to the development of a winter sports centre with hockey arena facilities at the University of British Columbia for utilization during the Games.

C) On December 23, 2003, the BidCorp Agreement was assigned to VANOC.

D) The parties have agreed to certain changes in their roles and responsibilities, which they wish to reflect by terminating the BidCorp Agreement and entering into this Agreement.

NOW THEREFORE in consideration of \$2.00 paid by each party to the other (the receipt and sufficiency of which is acknowledged) and the mutual covenants contained herein, the parties agree as follows:

1. Effectiveness of Agreement

1.1 Effective Date. Subject to Section 1.2, this Agreement shall be effective as of July 1, 2005 (the "**Effective Date**") notwithstanding the date of execution of this Agreement.

1.2 Agreement Subject to IOC Approval. The parties acknowledge that this Agreement and any amendment hereto are subject to the approval of the Executive Board of the IOC and that such approval is a condition precedent to the legal validity and effectiveness of this Agreement

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and the rights and obligations of the parties hereunder. The approval of the IOC, shall when given, be retroactive to the Effective Date. Provided always that if UBC consents to make a modification or amendment to this Agreement to satisfy a requirement of the IOC, and such modification or amendment requires UBC to incur costs it did not anticipate and for which it would be unreasonable to associate with UBC's obligations as outlined by the parties hereunder, VANOC will be responsible for and will reimburse UBC for such costs.

1.3 Termination of BidCorp Agreement. UBC and VANOC agree that upon approval of this Agreement by the IOC as outlined in Section 1.2, the BidCorp Agreement will be deemed to have been terminated as of the Effective Date, and will have no further force or effect.

2. **Definitions.** In addition to capitalized terms defined elsewhere in this Agreement, references in this Agreement to the following terms shall have the meanings given below:

2.1 **"Approved Design"** has the meaning given to that term in Section 6.6 of this Agreement.

2.2 **"Authority Having Jurisdiction"** means the UBC Department of Campus and Community Planning in its capacity as regulatory, inspection and permitting authority for the Property, as distinct from UBC in its capacity as party to this Agreement.

2.3 **"Capital Works Committee"** has the meaning given such term in Section 6.1.

2.4 **"COC"** means the Canadian Olympic Committee.

2.5 **"Completion Date"** means December 31, 2008 or such other date as may be approved by the Capital Works Committee as the date upon which: (a) construction of the Facility (including refurbishment of the portion of the existing facility to be retained) has been completed in accordance with the approved design, construction and capital program requirements; and (b) the entire Facility is ready for occupancy. Notwithstanding the Completion Date specified above, UBC will endeavour to complete the Facility as soon as reasonably possible before the Completion Date.

2.6 **"Commercially Reasonable Efforts"** means the efforts that a prudent party desirous of achieving a result would use in similar circumstances to attempt to achieve such result expeditiously. Provided always that Commercially Reasonable Efforts:

- a) do not require a party to make a material expenditure of funds in excess of those contemplated in this Agreement; and
- b) are subject to the legal authority of the party to influence the behaviour of other third parties.

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2.8 **"Delay"** shall be deemed to have occurred if any Milestone has not been achieved / completed by UBC by the date that is forty-five (45) days after the date set out in the Milestone Schedule for the achievement/ completion of such Milestone.

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2.9 **"Design Builder"** means Bird Design-Build Ltd., the firm that has been approved by the Capital Works Committee and retained by UBC to engage and manage the team of consultants and contractors which will design and construct the Facility.

2.10 **"Design Build Contract"** means the contract between UBC Properties and the Design Builder governing the design and construction of the Facility.

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2.12 **"Drawings and Specifications"** means individually or collectively as the context requires, any drawing, specification, shop drawing, sample, supporting document, etc. for all design disciplines including but not limited to architectural, structural, mechanical, electrical, refrigeration, civil, landscaping, geotechnical, building code and elevator, prepared by or at the direction of the Design Builder relating to the design and construction of the Facility.

2.13 **"Estimated Project Capital Costs"** means the total budgeted cost of completing the Facility in accordance with this Agreement, including all associated design and construction costs, demolition costs for existing buildings, costs for furniture, fixtures and equipment, relocation costs for existing UBC user groups, taxes, professional and management fees, municipal fees and charges, connection fees, reserves for contingencies and all other associated costs estimated to be incurred to complete the Facility, all as more particularly set forth in Schedule "B" hereto.

2.14 **"Exclusive Use"** of the Facility and the Perimeter Area means the exclusive right to use and occupy the Facility and the Perimeter Area, including but not limited to the exclusive right to:

- (a) manage, operate and control access to the Facility and the Perimeter Area;
- (b) construct, install, commission, equip, use and decommission the Overlay;
- (c) design and implement the Look of the Games and Wayfinding Signage programs;
- (d) manage, operate, control and stage all Games competitions and events;
- (e) control the pricing, sale, marketing and distribution of invitations, passes and tickets of admission to the Facility and receive and retain all revenues derived therefrom; and
- (f) manage and control the operation of all food, beverage, service, parking and merchandise outlets (both permanent and temporary) and other support spaces in the Facility, the Overlay or otherwise within the Perimeter Area.

2.15 **"Exclusive Use Period"** means the period during which VANOC shall have Exclusive Use of the Facility and the Perimeter Area, commencing on December 13, 2009 until the Turnover Date.

2.16 **"Excusable Event"** means an event or circumstance (i) that is beyond the reasonable control of UBC or UBC Properties (or any party for which UBC or UBC Properties is responsible in connection with the development of the Facility); (ii) that could not reasonably have been foreseen by UBC or UBC Properties; and (iii) the impact of which could not have been avoided or substantially avoided by the exercise by UBC or UBC Properties of Commercially Reasonable Efforts including the purchase of insurance, but for greater certainty excludes (iv) any event relating to fluctuations in market prices or availability of goods, services or building materials; (v) any labour dispute affecting UBC or its consultants and contractors; and (vi) weather conditions that are adverse but not extraordinary.

2.17 **"Facility"** means all permanent buildings, improvements and structures comprising the winter sports centre on the Property.

2.18 **"Financing Costs"** means UBC's financial carrying costs with respect to Project Capital Costs expended by UBC prior to its receipt of the VANOC Financial Contribution. Financing costs shall be calculated on funds expended by UBC at the rate of UBC's short term cost of borrowing.

2.19 **"Games Wear and Tear"** means reasonable wear and tear having regard to the intensity of the use to be made of the Facility during the Exclusive Use Period, including without limitation multiple daily load in and load out of the Facility's full capacity of spectators as well as load in and load out of equipment, all of which use the parties acknowledge will result in a greater degree of wear and tear than UBC would normally experience in licensing or leasing the Facility, including but not limited to paint scrapes, minor door frame dents and chips, worn carpeting, tape marks and residue and dirt and grime accumulation.

2.20 **"Host City Contract"** means the agreement executed among the IOC, the City of Vancouver and the COC dated July 2, 2003 and joined by VANOC October 30, 2003, relating to the hosting of the Games.

2.21 **"IIHF"** means the International Ice Hockey Federation.

2.22 **"IOC"** means the International Olympic Committee.

2.23 **"Laws"** means any applicable federal, provincial or municipal statute, law, ordinance, rule, regulation, judgment, or order of any kind whatsoever, including but not limited to any order of any court, government department, commission, board, agency, regulatory authority or administrative body.

2.24 **"Look of the Games"** means the physical visual identity of the Games, achieved through consistent branding and theming across all Games venues (including the Facility) including without limitation treatments such as banners, flags, fence fabric, structures, and sport field of play graphics.

2.25 **"Milestone"** means each of those tasks or components of the design, construction and completion of the Facility which the parties have agreed are critical path tasks or components and which shall serve as indicators of the progress of work performed under this Agreement, as set forth in the Milestone Schedule.

2.26 **"Milestone Schedule"** means the schedule providing for dates by which Milestones must be completed in accordance with this Agreement as set forth in Schedule "D" to this Agreement, as amended from time to time with approval of the Capital Works Committee.

2.27 **"Non-Exclusive Use Periods"** means collectively, the Pre-Games Non-Exclusive Use Period and the Post-Games Non-Exclusive Use Period.

2.28 **"Operational Period"** means the period from February 4, 2010 to March 23, 2010 inclusive, being that portion of the Exclusive Use Period which includes the period of the Games and such pre- and post-Games operational periods as are most critical for the execution of Games requirements and the protection of the marketing rights afforded to Games sponsors and partners.

2.29 **"Operating Costs"** means the costs required to operate and maintain the Facility throughout its life cycle following the Completion Date, including without limitation, costs relating to staffing, the provision of Services, property taxes, costs associated with the relocation of then-existing UBC user groups during the Exclusive Use Period, capital maintenance, capital renewal / replacement, and financing /debt servicing costs other than the Financing Costs.

2.30 **"Overlay"** means:

- (i) all temporary buildings, tents, trailers, platforms and other structures necessary to provide, without limitation, broadcast, media, telecom, medical/ first aid, catering, hospitality, sanitary and waste management, scoring and judging, storage, staging and other logistics compounds for the Games and/or the Test Events;
- (ii) all temporary wiring, cabling, conduits, cable trays and other temporary telecommunications infrastructure necessary to meet the enhanced technology and telecommunications requirements of the Games and/or the Test Events; and
- (iii) all temporary utilities and systems necessary to supplement the Facility's base servicing infrastructure, including without limitation power, water, lighting, drainage control, building security and audio-video infrastructure, for the Games and/or the Test Events,

to be installed in the Facility or elsewhere within the Perimeter Area during the Exclusive Use Period, or in the Test Event Area during the Test Event Use Period, as determined by VANOC in its sole discretion to support the temporary expansion and enhanced level of operation of the Facility during the Games and Test Events.

2.31 **"Overlay Expansion Area"** means the portion of the Property shaded in green with vertical lines in the site plan attached as Schedule "A" hereto, which area UBC will provide to

VANOC for its Overlay needs, subject to the provisions of Section 7.2 hereof, and which, when so provided, shall be deemed part of the Perimeter Area for the purposes of this Agreement.

2.32 **"Parking Areas"** has the meaning given that term in Section 4.3 hereof.

2.33 **"Perimeter Area"** means that portion of the Property shaded in blue with diagonal lines in the site plan attached as Schedule "A" hereto, which area the parties agree is necessary to permit VANOC's use and occupation as contemplated herein.

2.34 **"Pre-Games Non-Exclusive Use Period"** means the period of time from the Completion Date to and including the date immediately preceding the Exclusive Use Period (other than any Test Event Use Periods), within which period VANOC shall have certain rights of non-exclusive access and non-exclusive use as specifically provided for in this Agreement.

2.35 **"Post-Games Non-Exclusive Use Period"** means the period of time from the Turnover Date to May 31, 2010, within which period VANOC shall have certain rights of non-exclusive access and non-exclusive use as specifically provided for in this Agreement.

2.36 **"Preparation Activities"** means the work to be performed by VANOC and its consultants and contractors, at VANOC's sole expense, relating to: (i) preparation work done in anticipation of the installation of the Overlay at the Facility and/or the Perimeter Area, including without limitation, interior space fitout and cabling and telecommunications infrastructure activities (which shall include without limitation work performed by Bell Canada on VANOC's behalf to establish redundant fibre optic access routes, cable access routes, wireless antenna and equipment locations); and (ii) the preparation and installation of Look of the Games and Wayfinding Signage infrastructure, including brackets, fixtures, rigging mechanisms and sign mounts.

2.37 **"Project Capital Costs"** means the total of actual costs required to be incurred in order to complete the Facility in accordance with this Agreement, including without limitation all associated design and construction costs, demolition costs for existing buildings, costs for UBC's furniture, fixtures and equipment, relocation costs for UBC user groups during the period of construction, taxes, professional and management fees, Financing Costs, municipal fees and charges, connection fees and all other associated costs actually incurred to complete the Facility but does not include any costs associated with the erection or removal of the Overlay or VANOC's furniture, fixtures and equipment.

2.38 **"Property"** means the University of British Columbia Point Grey Campus.

2.39 **"Provincial Funding"** has the meaning given to that term in Section 9.3 hereof.

2.40 **"Restoration Activities"** means the work to be performed by VANOC following Turnover, at its sole expense, to completely remove all remaining Overlay, work resulting from Preparation Activities, Look of the Games and Wayfinding Signage, in the Facility or otherwise on the Property and to restore the Facility and the Perimeter Area to their condition existing immediately prior to the Exclusive Use Period, or immediately prior to the implementation of Preparation Activities when such work was done prior to the Exclusive Use Period, as the case

may be (Games Wear and Tear excepted in both cases) to allow for the resumption of normal operations of the Facility and Perimeter Area.

2.41 **"Services"** means services customarily provided at or to the Facility, Perimeter Area or Parking Areas by or through UBC or its contractors, including if applicable and without limitation, administration, security, cleaning and waste management, janitorial, emergency repairs and general repairs and maintenance, together with use of electrical, mechanical, audiovisual, telecommunications equipment, and other equipment and scoreboards (but for greater certainty, if such services as are customarily provided by UBC employees working in the Facility, the use of which shall be governed by Section 10 hereof).

2.42 **"Test Event"** means any event required or desirable to be held to ensure approval by the IOC, IPC and/or IIHF of the Facility as a Games competition venue and satisfaction of VANOC with its operational readiness for the Games, which the parties anticipate will consist of two or three hockey tournaments for ice hockey and one or two tournaments and/or games for sledge hockey.

2.43 **"Test Event Area"** means the portion or portions (or all) of the Facility and Perimeter Area as the parties may agree is necessary for the conduct of any Test Event.

2.44 **"Test Event Use"** of the Facility and/or the Perimeter Area means the exclusive right to use and occupy the Test Event Area during the conduct of a Test Event, including but not limited to the exclusive right to:

- (a) manage, operate and control access to the Test Event Area;
- (b) erect, construct, install, commission, equip, use and decommission Overlay in the Test Event Area;
- (c) design and implement a Test Event look and directional signage program in the Test Event Area similar to the Look of the Games and Wayfinding Signage programs to be implemented during the Exclusive Use Period;
- (d) manage, operate, control and stage the Test Event;
- (e) control the pricing, sale, marketing and distribution of invitations, passes and tickets of admission to the Facility for the Test Event and receive and retain all revenues derived therefrom;
- (f) the right to use existing food service operations, beverage concessions and other service operations or to establish temporary food service operations, beverage concessions and other service facilities to the extent such operations / facilities do not exist in the Test Event Area or are determined by the parties, acting reasonably, to be insufficient for the needs of the Test Event (and the right to receive and retain all revenues derived therefrom);
- (g) subject to Section 4.5, have access to and use of the parking areas allocated to VANOC for the Test Event Use Periods (as contemplated in Section 4.3), and

manage and control the operation of all merchandise outlets and other support spaces in the Test Event Area, including the right to receive and retain all revenues derived therefrom.

2.45 **"Test Event Use Period"** has the meaning given that term in Section 7.4.

2.46 **"Turnover"** means the delivery of the care, custody and control of the Facility and the Perimeter Area by VANOC to UBC at the conclusion of the Exclusive Use Period, with Overlay sufficiently removed from all ice surfaces and dressing rooms so as to allow for the resumption of hockey programming in the Facility by UBC, with the resumption of normal operations in the Facility subject only to completion by VANOC of the Restoration Activities.

2.47 **"Turnover Date"** means the date determined by VANOC as the date upon which the Exclusive Use Period will end and Turnover will occur, as communicated to UBC in accordance with the provisions of Section 7.6.

2.48 **"UBC Properties"** means UBC Properties Investment Ltd. as trustee for UBC Properties Trust.

2.49 **"Utilities"** means water, electricity, gas and other power sources which UBC supplies to the Facility, or for which it has contracts of supply to the Facility.

2.50 **"VANOC's Work"** means all work conducted by VANOC on the Property, including Preparation Activities, Restoration Activities, installation and removal of the Overlay and all similar activities associated with the conduct of Test Events.

2.51 **"Wayfinding Signage"** means the temporary bilingual sign program which will provide identification, direction, and information related to Games-time activities occurring across all Games venues (including the Facility).

3. Facility Purpose and Location

3.1 Purpose. The Facility will serve as a venue for ice hockey during the Olympic Games and sledge hockey during the Paralympic Games. Prior to and subsequent to the Exclusive Use Period, the Facility will be operated and used by UBC as a multi-purpose venue for sports education, academic classrooms, entertainment and cultural events for UBC, for community recreational use and for developing and high-performance sport groups/federations as contemplated in Section 7.13.

3.2 Choice of Site. The parties confirm that the site identified within the Perimeter Area outlined in the attached Schedule "A" will be the location of the Facility. The parties acknowledge that a portion of the existing winter sports centre will be retained and incorporated into the Facility as Arena B (as defined below).

4. 2010 Competition Venue Requirements

4.1 Facility Requirements. The parties acknowledge that the Facility will be constructed substantially in accordance with the Approved Design and will contain the following elements:

(a) three ice sheets configured as follows:

(i) **Arena A (Main Arena)** – an ice sheet convertible between international sized ice (61m x 30m or 200 ft x 98 ft 5 inches) and North American sized ice (61m x 26m or 200 ft x 85 ft), to be delivered to VANOC in North American sized configuration and used as the main competition venue at the Facility for the Games. UBC will provide in the Main Arena a minimum of 5,500 seats, which VANOC acknowledges may be permanent or temporary depending on the seating configuration approved by the Capital Works Committee. The design of the Main Arena will be such that during the Exclusive Use Period, VANOC may as part of Overlay add additional temporary seating to expand the Main Arena seating to up to 7,500 seats. VANOC acknowledges that UBC has, as at the date hereof, incorporated into the design of the Main Arena accessibility features to permit VANOC to stage the Paralympic Winter Games sledge hockey competitions on the Main Arena ice. Any changes to the Facility necessary after the date hereof to further accommodate the Paralympic Winter Games shall be dealt with in accordance with Section 9.2(d) hereof.

(ii) **Arena B** – an ice sheet of North American size to be used either as a practice arena or for Overlay during the Exclusive Use Period. This ice sheet is currently the main arena ice sheet in the existing Thunderbird Winter Sports Centre. It will be refurbished as part of the construction of the Facility. This ice sheet will not be convertible to international size.

(iii) **Arena C** – an ice sheet of North American size to be used either as a practice arena or for Overlay during the Exclusive Use Period. This ice sheet will not be convertible to international size. It shall be designed and constructed in a manner so as to accommodate legacy use for sledge hockey, with the costs of doing so forming part of the Project Capital Costs; and

b) a minimum of ten (10) finished dressing rooms, eight (8) of which shall be dedicated during the Exclusive Use Period to specific teams competing at the Games, and two (2) of which shall be available during the Exclusive Use Period on an as-needed basis as "Game Day" dressing rooms. Each dressing room will be conveniently located near (and on the same level as) the entrance to the ice surface of the Main Arena, will accommodate 23-26 athletes and will include areas for therapy/massage beds, equipment preparation and repairs, coaches' room and team storage,

together with such other facilities and spaces as UBC may require for its post-Games use, all as specified in further detail in the Approved Design.

4.2 Overlay Requirements. UBC will provide space in the Facility and in the Perimeter Area for VANOC's use in accommodating its Overlay. The parties agree that the space in the Facility may be utilized by UBC before and after the Exclusive Use Period in a manner other than in the manner VANOC will use it for Overlay.

4.3 Parking. UBC will make parking available to VANOC during the times and in the locations outlined below and as illustrated in the attached Schedule "A" (collectively, the "Parking Areas"):

- (a) During any Test Event Use Period, VANOC shall have access to and use of up to 160 parking spaces in the parking facility to be constructed on UBC Lot B1 (the "Parking Garage"). UBC will cooperate with VANOC to permit VANOC to conduct tests of its parking control systems at the Parking Garage during the Test Event Periods, subject to compliance with UBC's operational requirements for the Parking Garage, the cooperation of UBC's unionized labour force and reimbursement by VANOC of any incremental costs incurred by UBC to permit such testing.
- (b) During the period from December 13, 2009 to February 3, 2010, VANOC shall have access to and use of up to 100 parking spaces in the Parking Garage as well as such open, surface lot parking as may exist within the Perimeter Area for trucks, delivery vehicles and VANOC staff and contractor vehicles.
- (c) During the period of the Olympic Games (February 4 to March 2, 2010), VANOC shall have the Exclusive Use of the Parking Garage (estimated to have 1650 parking spaces) and such open surface lot parking as may exist within the Perimeter Area, as well as the use of Lot B1A if at the time it remains a parking lot (or an alternate surface parking lot within reasonable proximity to the Facility if Lot B1A does not remain a parking lot), provided that VANOC will cooperate to provide a reasonable number of authorized UBC Parking Garage users with permit access to and use of parking spaces in the Parking Garage (subject to their compliance with security requirements and subject to VANOC's priority access);
- (d) During the period from March 3, 2010 to March 10, 2010, VANOC shall have access to and use of up to 160 parking spaces in the Parking Garage as well as such open, surface lot parking as may exist within the Perimeter Area for trucks, delivery vehicles and VANOC staff and contractor vehicles;
- (e) During the period of the Paralympic Games (March 11, 2010 to March 23, 2010), VANOC shall have access to and use of up to 400 parking spaces in the Parking Garage as well as such open, surface lot parking as may exist within the Perimeter Area for trucks, delivery vehicles and VANOC staff and contractor vehicles; and
- (f) During the period from March 24, 2010 to the end of the Post-Games Non-Exclusive Use Period (i.e. no later than May 31, 2010), VANOC shall have access to and use of up to 160 parking spaces in the Parking Garage.

4.4 Vehicle Access and Transportation Routes. The parties agree that during the Olympic Games competition days and Paralympic games competition days, vehicle access will be restricted and controlled by VANOC's security and transportation forces on the following routes, as more particularly identified in Schedule A:



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Furthermore, UBC will cooperate with VANOC to determine additional exclusive and non-exclusive transportation and access routes to be available to VANOC at no cost during the Operational Period to accommodate Games requirements while minimizing interference with UBC activities. VANOC acknowledges that notwithstanding any exclusive control of access routes granted to it by UBC, VANOC will facilitate reasonable access and passage by authorized UBC personnel, students, and participants in studies and programs, subject to their compliance with permitting and security requirements. UBC will also provide bus and motorcoach drop off areas and bus and motorcoach staging areas reasonably proximate to the Facility during the Operational Period to accommodate Games spectators and accredited persons.

4.5 Parking Operational Procedures. VANOC agrees that during the periods outlined in Section 4.3 (a), (b) and (d), VANOC will comply with any operational procedures required by UBC regarding use of the Parking Garage.

4.6 Parking Employees. During any period of Exclusive Use of the Parking Garage, VANOC agrees that the provisions of section 10.1 and 10.3 of this Agreement will apply to any UBC employees who customarily work in the Parking Garage.

5. **Fundamental Agreement Principles**

5.1 VANOC Principles. The parties agree that in connection with the development of the Facility and the Facility's use during the Exclusive Use Period, the parties will adhere to certain fundamental principles critical to the success of the Olympic movement and the Games, including but not limited to:

- 5.1.1 ensuring the ethical conduct of all parties to this Agreement and all parties associated with the development of the Facility and the conduct of the Games at the Facility;
- 5.1.2 embracing the principles of environmental sustainability, respect for First Nations, local hiring and procurement, and the conduct and completion of a safe Games;

5.1.3 deterring profiteering by any person in connection with the Games and the utilization of the Facility during the Games;

5.1.4 ensuring that the Facility is reasonably accessible to persons with disabilities;

5.1.5 protecting the insignia and other proprietary elements of the Olympic movement and deterring/ prohibiting ambush marketing;

5.2 Conformance with IOC and IIHF Requirements. The development of the Facility and the Facility's use during the Exclusive Use Period will be in conformance with all regulations and requirements mandated by the IOC, IPC and IIHF as are in effect from time to time. VANOC shall be responsible for communicating such requirements to UBC and for confirming that the Approved Design accommodates such requirements. VANOC shall also be responsible for any costs associated with changes required to any of the Drawings and Specifications to accommodate IOC or IIHF requirements where the Capital Works Committee has already approved such Drawings and Specifications.

5.3 Competitive Considerations. UBC acknowledges that there may be a potential for the Facility to compete with General Motors Place and that to the extent the Facility is developed or operated with government funding, the ability of Orca Bay Sports & Entertainment ("Orca Bay") to operate competitively may be impaired. UBC agrees to consult with Orca Bay in the future with the objective of ensuring a fair competitive environment for their respective facilities, provided that such consultation does not offend any applicable laws, including laws related to competition. For further clarification, discussions regarding operating funding of the Facility will be restricted to the source of the operating budget for the Facility.

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6. Capital Works

6.1 Formation and Structure of Capital Works Committee. A committee (the "**Capital Works Committee**") comprised of an equal number of representatives from UBC and VANOC will be responsible for overseeing the design and construction of the Facility in accordance with this Agreement. The Capital Works Committee shall initially consist of two representatives nominated by UBC and two representatives nominated by VANOC, the identities of which will be communicated by each party to the other upon appointment. The size of the Capital Works Committee may be increased by mutual consent of the parties. UBC and VANOC may each, upon written notice to the other party from time to time, replace either of its representatives on the Capital Works Committee on a full-time basis or nominate one person to serve as an alternate member of the Capital Works Committee, with full power to attend and vote at meetings of the Capital Works Committee in the place of either appointed representative from such party. The parties shall schedule regular meetings (or any representative of the Capital Works Committee may convene a meeting upon reasonable notice, which need not be more than ten (10) days) and the parties shall cause their representatives on the Capital Works Committee to attend such meetings and to vote on matters requiring the approval of the Capital Works Committee, as set forth in Section 6.2 below.

6.2 Decisions of the Capital Works Committee. In addition to any other right expressly granted to the Capital Works Committee herein, the Capital Works Committee shall have responsibility and authority with respect to the following:

- (a) selection of the Design Builder and approval of the consultants and contractors comprising the design-build team, subject to the terms of the Design Build Contract;
- (b) directing removal and replacement of the Design Builder or any other consultant or contractor should circumstances warrant, subject to the terms of the Design Build Contract;
- (c) review and approval of the Drawings and Specifications;
- (d) review and approval of any proposed changes to any previously approved Drawings and Specifications for the Facility;
- (e) review and approval of any proposed changes to the building program and space allocation matrix;
- (f) determination of the project Completion Date and review and approval of any proposed change to the Milestone Schedule;
- (g) review and approval of any proposed works or activities which would affect the use of lands within the Perimeter Area (other than any portion of the Property comprised in the definition of Overlay Expansion Area); and
- (h) review and approval of the seating configuration for the Facility.

Decisions of the Capital Works Committee shall be by simple majority vote. A quorum for meetings of the Capital Works Committee shall be two representatives of UBC and two representatives of VANOC (i.e. all of the representatives as initially constituted). The Capital Works Committee will make decisions in a timely manner with a view to adherence with the Milestone Schedule. In the event a decision cannot be reached due to deadlock in voting, the matter shall, subject to VANOC's rights under Section 6.10, be referred to the respective Presidents of the parties. The Presidents shall promptly but in any case, within ten (10) days, personally make a bona fide attempt to resolve such dispute. If after ten (10) days the matter remains unresolved, either party may, subject to VANOC's rights under Section 6.10, refer the matter to arbitration in accordance with the arbitration procedures set forth in Section 19.4.

6.3 Project Management. UBC appoints UBC Properties as the project manager and as its agent to carry out its obligations under this Section 6.3 (and any other obligation specifically delegated to UBC Properties and communicated to VANOC). UBC shall cause UBC Properties to manage the erection of the Facility, including demolition, implementation of the design, contracting with the Design Builder who will tender the construction work, arranging provision of utility services, preparation of the site as contemplated in section 6.4, monitoring the Design Builder's construction, arranging for commissioning and completion of the Facility in a timely and cost effective manner in accordance with the Approved Design. UBC Properties, as project manager, will seek the approval of the Capital Works Committee for all matters that fall within its scope of authority as contemplated by Section 6.2 and will follow the reasonable direction of the Capital Works Committee regarding the implementation of all actions arising out of the exercise of the Capital Works Committee's approval rights. Subject to any applicable approval rights and directions of the Capital Works Committee, UBC Properties shall have responsibility for determining the construction standards and methodology and for managing insurance, tendering, construction, renovating, retrofitting and commissioning of the Facility. UBC Properties shall be responsible for the day-to-day management of development and Design Builder's construction activities, provided that it shall, at least monthly, deliver a report to the Capital Works Committee outlining matters including without limitation achievement of Milestones, progress toward completion of Milestones, the adherence of the project to the Estimated Project Capital Costs, the performance of the Design Builder and other consultants and contractors and any other matters about which the Capital Works Committee may inquire or should be advised. UBC acknowledges that VANOC will make such monthly reports available to the Province of British Columbia for its information and review.

6.4 Site Preparation. UBC shall be responsible and liable for all demolition and site preparation work on the Property and all costs associated therewith. This shall include all remediation work, risk assessment activities, work related to the identification, removal and storage of contaminating or hazardous substances on the Property, work relating to confirmation that the structural elements of the Facility are appropriate for the geophysical characteristics of the Property and any other work relating to the environmental condition of the Property.

6.5 Permits and Licenses. With respect to the Facility, UBC shall be responsible for applying for, obtaining and complying with all required permits and licenses, including without limitation development permits, building permits, development cost charges or levies and zoning approvals, the cost of which will be included in the Project Capital Costs.

6.6 Facility Design. UBC has with the approval of the Capital Works Committee, engaged the Design Builder and will with the approval of the Capital Works Committee, and subject to the terms of the Design Build Contract, engage such other design consultants, construction contractors and materials and equipment suppliers as may be required to design the Facility. The parties agree and acknowledge that:

- (a) the creation and approval of the Drawings and Specifications is an ongoing process, and that each of the individual Drawings and Specifications will be submitted to the Capital Works Committee for approval in stages as and when completed by the Design Builder.
- (b) when any of the individual Drawing and Specifications is approved by the Capital Works Committee, it shall be deemed to form part of the final approved design for the Facility (the "Approved Design").
- (c) to the extent Drawings and Specifications have been approved and form part of the Approved Design:
 - i) UBC, by voting at the Capital Works Committee to approve such Drawings and Specifications, agrees that such Drawings and Specifications meet the requirements of UBC for the Facility;
 - ii) VANOC, by voting at the Capital Works Committee to approve such Drawings and Specifications, acknowledges that such Drawings and Specifications meet the requirements of VANOC for the Games as outlined in this Agreement or otherwise, including without limitation, that it conforms with all applicable regulations and requirements of the IOC, COC and the IIHF.
- d) should UBC request to materially amend any aspect of the Approved Design, and such request for amendment is approved by the Capital Works Committee, then UBC will be responsible for all incremental costs and expenses occasioned by such amendment unless otherwise agreed by the Capital Works Committee.
- e) should VANOC request to materially amend any aspect of the Approved Design, and such amendment is approved by the Capital Works Committee, then VANOC will be responsible for all incremental costs and expenses occasioned by such amendment unless otherwise agreed by the Capital Works Committee. For greater certainty, the parties agree that requests made by VANOC for amendments to the Approved Design due to changes in the requirements and regulations of the IOC, COC or the IIHF, will be considered a request for an amendment by VANOC for the purposes of this Section.
- f) The parties acknowledge that notwithstanding subparagraphs (b) through (e) above, where any portion of the previously approved Drawings and Specifications must be amended to conform with subsequently approved Drawings and Specifications, the provisions of subparagraphs (c), (d) and (e) above shall not be applicable to that amended portion of the Drawings and Specifications (unless

further changes are requested by a party, for reasons other than to conform to subsequently approved Drawings and Specifications).

6.7 Facility Construction. UBC will comply, and will cause its employees, representatives, contractors (including the Design Builder) and agents to comply with all applicable Laws, building codes, and requirements of all governments and agencies having jurisdiction over any matter relating to the completion of the Facility. UBC agrees that it will insert in the Design Build Contract and its contracts with any other consultants and contractors engaged to perform work in relation to the Facility, such provisions as VANOC has previously provided to UBC and has indicated are necessary to ensure compliance with IOC requirements. UBC will diligently pursue all work required to complete the Facility in adherence with the Milestone Schedule and the Approved Design. UBC will reasonably enforce the terms of its contracts with the Design Builder and its other contractors and consultants.

6.8 UBC Approvals. The parties acknowledge that in addition to the approval framework set forth herein and subject to Section 6.10, development of the Facility will incorporate normal processes of approval for institutional development at UBC including the process for Board of Governors review and approval. Accordingly, where such approvals are required, the Capital Works Committee will not, subject to Section 6.10, authorize any action until such approval has been received.

6.9 Adherence with Milestone Schedule. If at any time VANOC reasonably determines that a Milestone has not been completed / achieved in accordance with the Milestone Schedule, and VANOC was not responsible for the Milestone not being completed / achieved in accordance with the Milestone Schedule, VANOC will so advise UBC in writing, and UBC shall within seven (7) days following the date of receipt of such notice provide VANOC with a written proposal for accelerating the performance of work to restore adherence to the Milestone Schedule. UBC acknowledges that such proposal shall include commitments by UBC, where appropriate, to take corrective actions by UBC or the Design Builder, including by way of example and without limitation, the following actions:

- (a) the acceleration of the construction work, which UBC acknowledges it has the authority to cause to occur under the Design Build Contract;
- (b) the procurement of additional labour, equipment or machinery, which UBC acknowledges it has the authority to cause to occur under the Design Build Contract;
- (c) the convening of a previously unscheduled meeting of the UBC Board of Governors to consider and vote on any matter requiring their approval;
- (d) the making of such payments as may be required to secure overtime work by the Design Builder or other contractors, subcontractors and design consultants; and
- (e) the exercise of such other remedies as may be available to UBC under the Design Build Contract.

UBC will, after consultation with VANOC regarding the proposed solutions for restoring adherence to the Milestone Schedule, fully implement its proposal and keep VANOC apprised of its progress toward returning to compliance with the Milestone Schedule. The costs and expenses of implementing UBC's proposal for restoring adherence to the Milestone Schedule will be included in the Project Capital Costs (and accordingly, paid by UBC). Notwithstanding anything in Sections 6.9 and 6.10, it is agreed that UBC shall not be required to take any actions pursuant to this Agreement that would place it or UBC Properties in breach of the provisions of the Design Build Contract.

6.10 VANOC Remedy for Delay. Notwithstanding Section 6.9 or any other provision of this Agreement, if there is at any time a Delay, and the Delay was not caused by VANOC, then VANOC may at its sole option, immediately (without any requirement to consider or allow implementation of a UBC proposal or to conduct prior meetings or dispute resolution proceedings), exercise the following remedies:

- (i) where the Delay is attributable to a deadlock in the voting of the Capital Works Committee as contemplated by Section 6.2 hereof, a VANOC representative on the Capital Works Committee may cast a second and deciding vote on the matter in dispute;
- (ii) where the Delay is attributable to an Excusable Event, VANOC will grant UBC such extension(s) to the Milestone Schedule as may be possible without jeopardizing the availability of the Facility for any Test Event or the Games, and if no such extension(s) are possible, VANOC will provide UBC with VANOC's own proposed solution for the resolution of the Delay and UBC will forthwith comply with and implement the steps outlined therein, provided that the incremental costs and expenses of implementing VANOC's proposal for restoring adherence to the Milestone Schedule (net of any insurance proceeds recovered by UBC as a result of the occurrence of the Excusable Event) shall be shared equally by the parties; and
- (c) in the case of any other Delay, VANOC will provide UBC with VANOC's own proposed solution for the resolution of the Delay and UBC will forthwith comply with and implement the steps outlined therein. The incremental costs and expenses of implementing VANOC's proposal for restoring adherence to the Milestone Schedule will be included in the Project Capital Costs (and accordingly, paid by UBC).

Notwithstanding any exercise of the foregoing rights by VANOC, UBC will not be released from any obligations under this Agreement, nor shall the respective rights or liabilities of the parties be otherwise affected or limited in any way.

6.12 VANOC Workplace Safety Initiative. UBC acknowledges that VANOC intends to implement a policy of workplace safety in connection with some or all of the venues being constructed for the Games, which will include a requirement that employees and contractors performing work at Games venues participate in a safety training program jointly offered by VANOC, WorkSafe BC and other cooperating safety associations. Subject to VANOC arranging, at VANOC's sole expense, for WorkSafe BC to conduct such training at the Facility construction site as a component of, and within the periods of time set aside by the Design Builder for, the Design Builder's existing safety training program, UBC agrees to cooperate with VANOC and to cause the Design Builder to cooperate with VANOC in the implementation of such a policy for the construction of the Facility.

6.13 VANOC Barrier-Free Building Initiative. The parties acknowledge that VANOC places a high priority on ensuring building accessibility for persons with disabilities. The parties further acknowledge that the Approved Design will provide for a level of building accessibility that exceeds the standards required by the *BC Building Code*. To the extent VANOC requires any additional accessibility features to be included in the Facility, VANOC may at its option either provide such features as part of its Overlay or provide funding to UBC in an amount sufficient to allow UBC to incorporate the feature as a permanent building component.

6.14 Site Servicing. Substantially in accordance with the Approved Design, UBC will ensure that the Facility is capable of meeting or exceeding the servicing requirements for its normal post-Games (legacy) operations, including without limitation its requirements for power, storm and sanitary sewer, water, lighting, drainage control and video and telecommunication infrastructure. VANOC will at its expense provide as Overlay any servicing requirements for the Facility and the Perimeter Area which are incremental or supplementary to those required by UBC.

6.15 Building Services. Substantially in accordance with the Approved Design, UBC will ensure that the Facility is equipped with all necessary refrigeration, boiler, mechanical, heating, cooling and air circulation/HVAC systems and systems capable of dehumidification as are required for the efficient operation of the Facility and the staging of ice and sledge hockey competitions for the Games in compliance with IIHF requirements. UBC will also provide, substantially in accordance with the Approved Design, building electrical / lighting systems and audio-visual equipment sufficient to meet its normal post-Games (legacy) operating requirements, but capable of supporting the weight of supplementary lighting systems to be provided by VANOC as Overlay.

6.16 VANOC's Work With respect to VANOC's Work, VANOC will, and will ensure its employees, contractors, subcontractors, designers and all persons conducting VANOC's Work will:

- a) obtain, pay for, and comply with all necessary permits or licenses required by the Province or by the Authority Having Jurisdiction to conduct VANOC's Work, including, to the extent necessary for temporary facilities/ works, development

permits, building permits, development cost charges or levies and zoning approvals;

- b) comply with the UBC Contractor's Safety and Orientation Manual, provided a copy has been delivered to VANOC, and subject to such exceptions or modifications as the parties may agree;
- c) ensure the design and implementation of VANOC's Work comply with such temporary facilities guidelines as VANOC develops for use at all of its venues, as recommended by a stakeholder safety committee to include representation from UBC;
- d) comply with all other reasonable requirements that UBC imposes on contractors conducting work on the Property including without limitation, restrictions on permissible hours of work and rules regarding traffic management. Where hours of work requirements jeopardize VANOC's ability to meet its Games requirements, VANOC may apply to UBC for a relaxation of such requirements, which UBC shall not unreasonably withhold.
- e) ensure that VANOC's Work is completed in accordance with all Laws, including without limitation, all Laws respecting safety;
- f) be responsible for the work of all sub-contractors and assume the obligation of employer under the *Workers Compensation Act* (British Columbia), Occupational Health and Safety Regulation and any other Laws respecting safety;
- g) employ an Overlay project manager and necessary assistants who shall be in attendance as necessary at the work sites. VANOC agrees that all notices and instructions with respect to the conduct of VANOC's Work, shall, if delivered to the Overlay project manager in writing, be deemed to have been received by VANOC;
- h) monitor all employees, design professionals, contractors and subcontractors working on the Property to ensure that the work and the quality of materials and workmanship in connection therewith are in conformity with the requirements of the approved design;
- i) ensure that appropriate personnel are at the Property to receive materials and construction equipment, and arrange for temporary safe and secure storage of materials and construction equipment. Security for materials and construction equipment while stored on the Property shall be VANOC's responsibility;
- j) promptly and properly rectify and make good at its own expense any damage it causes to the Facility or Property, in the course of VANOC's Work;
- k) co-operate fully with any other contractors or workers who are on the Property at the request of UBC; and

- l) keep one copy of design documents, approved building permit sets, submittals, reports, records of meetings, and shop drawings at the work site, in good order all of which will be available for inspection by UBC during the course of VANOC's Work.

7. Facility Use/Access Periods

7.1 VANOC Access Prior to and During Construction. VANOC shall have non-exclusive access to the Facility construction site, the Perimeter Area and up to six parking permits (for temporary use upon request) at no charge to VANOC, during the period from the date hereof until the Completion Date for the purposes of site inspections, review of construction activities and engaging in Games-related planning activities provided that such access does not unreasonably interfere with UBC activities on the Property.

7.2 Use of Overlay Expansion Area. UBC will provide VANOC with use of the Overlay Expansion Area during the Exclusive Use Period provided VANOC has given UBC written notice of its need for all or any part of such space by no later than February 1, 2009. VANOC acknowledges that UBC may at its sole discretion construct a building and/or other facilities on the Overlay Expansion Area prior to the Exclusive Use Period, and VANOC shall accept the Overlay Expansion Area in whatever configuration UBC may deliver. In the event that the Overlay Expansion Area is undergoing construction during the Exclusive Use Period, UBC may elect to provide an equivalent-sized space elsewhere on the Property contiguous to the Perimeter Area.

7.3 VANOC Use/Access During Pre-Games Non-Exclusive Use Period. VANOC shall have non-exclusive rights to access, use and occupy specified portions of the Facility, the Perimeter Area and the Parking Areas during the Pre-Games Non-Exclusive Use Period, at no charge to VANOC, to conduct Preparation Activities. Provided that in each instance where VANOC proposes to conduct Preparation Activities, VANOC shall provide UBC with notice of the nature and scope of the proposed activities for UBC's review and approval, which shall not be unreasonably withheld, conditioned or delayed. VANOC agrees that in proposing the performance of its Preparation Activities, it will use best efforts to propose dates of work and work terms and conditions which minimize any interference with UBC activities. Moreover, where approval for Preparation Activities is given, UBC may provide VANOC with such directions as it deems necessary, acting reasonably, to avoid undue interference with UBC activities at the Facility, the Perimeter Area and the Parking Areas, including:

- a) the scope of activities that may be undertaken;
- b) the hours of work permitted;
- c) the times of year when certain work can be conducted (for example, during low usage periods in the summer);
- d) the portions of Facility and Perimeter Area that may be accessed, and the times they may be accessed;

- e) the maximum numbers of VANOC employees or agents permitted to work in the Facility and Perimeter Area, or any portion thereof; and
- f) work procedures that must be followed in order to avoid undue interference with UBC activities.

For greater certainty, the parties acknowledge that subject to Section 7.4, UBC is under no obligation to permit any particular activity, work, access, use or occupation during the Pre-Games Non-Exclusive Use Period if it chooses not to do so, provided it reasonably considers the request in light of UBC's use of the Facility and the Perimeter Area.

7.4 VANOC Use/Access During Test Event Use Periods. UBC will cooperate with VANOC to provide Test Event Use of the Facility to VANOC and/or a third party organization designated by VANOC (which may include without limitation the IIHF or Hockey Canada) during certain dates within the Pre-Games Non-Exclusive Use Period for the conduct of Test Events. Provided always that:

- a) UBC and VANOC will agree in advance upon the dates of each Test Event (the "Test Event Use Period"). VANOC will give UBC as much advance notice as possible with respect to the proposed dates and specific requirements of Test Events to be held at the Facility. UBC will not object to proposed Test Event dates if VANOC has given UBC at least 12 months notice of such proposed dates unless UBC has previously booked the space for concerts, tradeshow or conventions. UBC acknowledges VANOC's present plan is to hold Test Events in February 2009 and again in the month of August or September 2009, and accordingly, UBC will not book events during those months without prior consultation with VANOC;
- b) UBC and VANOC will jointly determine the Test Event Area required for the conduct of the Test Event; and
- c) Prior to conducting the Test Event, UBC will enter into a written agreement with VANOC and/or any third party organization conducting the event outlining the details of the event and any terms and conditions applicable to use of the Facility (in addition to but not inconsistent with the terms and conditions set forth herein).

7.5 Delivery to VANOC Prior to Exclusive Use Period. UBC shall deliver the care, custody and control of the Facility and the Perimeter Area to VANOC immediately prior to the Exclusive Use Period in a condition acceptable to VANOC, acting reasonably and in accordance with the terms of this Agreement, for use in the Games, which condition shall be, substantially the same as the condition of the Facility and the Perimeter Area at the Completion Date (reasonable wear and tear excepted).

7.6 Determination of Duration of Exclusive Use Period. VANOC will, by way of written notice given to UBC not later than January 1, 2009, advise UBC of the Turnover Date, which the parties agree shall be deemed the last day of the Exclusive Use Period. In an effort to permit UBC to resume university and community ice hockey programming in the Facility as soon as possible following the conclusion of the Games, VANOC will designate a Turnover Date that

occurs as soon as reasonably possible after the conclusion of the Games events, but in any event not later than April 30, 2010.

7.7 Exclusive Use Period. The Facility and the Perimeter Area will be available for the Exclusive Use of VANOC during the Exclusive Use Period. VANOC acknowledges UBC's desire to have access to and non-exclusive use of the Facility during the period between the end of the Olympic Games and the commencement of the Paralympic Games. VANOC will use Commercially Reasonable Efforts to make ice available to UBC during this period, but VANOC shall not be under any obligation to provide ice access where to do so would interfere with its Exclusive Use or operational requirements.

7.8 UBC Access During Exclusive Use Period and Test Event Use Periods. Subject to Section 13.2 (and other than as contemplated in Section 10.1 and 10.2), VANOC shall permit reasonable access to the Facility and the Perimeter Area by a limited number of UBC agents and employees during the Exclusive Use Period, and to the Test Event Area during any Test Event Use Period, at UBC's sole risk and expense, for the purpose of emergency, site inspection, performance of repairs as contemplated by Section 8.8 or any other matter requiring immediate attention and which will not unreasonably interfere with VANOC's Exclusive Use (or Test Event Use, as the case may be) of the Facility and the Perimeter Area (or the Test Event Area, as the case may be).

7.9 Turnover of Facility to UBC Upon Conclusion of Exclusive Use Period. VANOC will cause the Turnover of the Facility to UBC to occur on the Turnover Date (or on such earlier date as the parties may agree), whereupon the parties will meet to jointly inspect and inventory the Facility and the Perimeter Area in the manner contemplated by Section 7.11 in anticipation of VANOC completing the Restoration Activities.

7.10 VANOC Use/Access During Post-Games Non-Exclusive Use Period. VANOC shall have non-exclusive access and non-exclusive rights to use and occupy the Facility, the Perimeter Area and the portions of the Parking Areas specified in Section 4.3 during the Post-Games Non-Exclusive Use Period, at no charge to VANOC, to conduct the Restoration Activities. VANOC will use Commercially Reasonable Efforts to complete the Restoration Activities on or prior to April 30, 2010 but will in any event complete the Restoration Activities on or prior to the end of the Post-Games Non-Exclusive Use Period (i.e. May 31, 2010) and will take all reasonable steps to avoid any undue interference with UBC activities during such time.

7.11 Pre-Use and Post-Use Inspections. As close in time as reasonably possible prior to each of:

- (a) VANOC taking possession of the Facility and the Perimeter Area for its Exclusive Use during the Exclusive Period or of the Test Event Area for Test Event Use during any Test Event Use Period;
- (b) VANOC's delivery of the Test Event Area to UBC at the conclusion of the any Test Event Use Period;
- (c) the Turnover Date; and

- (d) the completion of Restoration Activities by VANOC,

UBC and VANOC will jointly inspect and inventory the Facility and/or the Perimeter Area (and/or the Test Event Area, as the case may be) and make such written or photographic records as they agree are necessary, acting reasonably, in order to record and document the condition and inventory of the Facility and/or the Perimeter Area (and/or the Test Event Area, as the case may be) prior to and following VANOC's use thereof.

7.12 Summary of Use Periods. Without limiting the generality of anything or modifying anything in this Agreement, the parties have for convenience of reference included a summary of the VANOC Facility use periods in Schedule "E" to this Agreement. If there are any discrepancies between Schedule "E" and the main body of this Agreement, the terms and conditions of the main body of this Agreement shall prevail.

7.13 Access and Amenities for High Performance Sport. UBC and VANOC shall, as soon as reasonably possible following their execution hereof, enter into a separate agreement (the "Legacy Agreement") with Hockey Canada, as VANOC's designee, to support the Facility's use for development of high-performance athletes in the periods prior to and following the Exclusive Use Period. The Legacy Agreement shall contain terms and conditions substantially as set forth in Schedule "F" hereto and such additional terms and conditions consistent with the foregoing as UBC and Hockey Canada may agree. VANOC warrants that it has the authority to negotiate the terms and conditions of the Legacy Agreement on behalf of Hockey Canada and that such agreement represents UBC's only obligations pursuant to this Agreement with respect to high-performance sport groups/federations.

8. Facility Operations and Obligations

8.1 Overlay, Look of the Games and Wayfinding. The parties acknowledge that design, installation and construction of the Overlay (including any permitting or inspection requirements under applicable law) shall be VANOC's responsibility and shall be completed at VANOC's sole expense. The parties further acknowledge that design of the Look of the Games program and the Wayfinding Signage program, and the installation of Look of the Games and Wayfinding Signage elements in the Facility or otherwise in the Perimeter Area shall be VANOC's responsibility and shall be completed at VANOC's sole expense. The installation of Look of the Games elements elsewhere on the Property may be available to UBC, with UBC's agreement and at UBC's expense, subject to the provisions of Section 14.2.

8.2 Utilities and Services Provided During VANOC Use Periods. During any period of VANOC use contemplated herein, UBC will make available to VANOC at VANOC's request such Utilities and Services as VANOC may require in order to conduct VANOC's Work or to support operational requirements. VANOC may elect upon reasonable advance notice in writing to UBC to receive Utilities and Services from UBC and/or arrange for the provision of equivalent services by sponsors or other third parties. The provision of Services by UBC will be subject to their availability. The provision of Utilities by VANOC's third party providers will only be possible where technically feasible and VANOC will ensure that its third party providers perform work and use telecommunications and other systems that do not unreasonably interfere with the continued normal operation of UBC's telecommunications and other systems.

8.3 Payment for Services. VANOC will pay or reimburse UBC for the costs incurred by UBC for Services provided to VANOC by or through UBC in respect of VANOC's use of the Facility, Parking Areas, and the Perimeter Area (or Test Event Area, where applicable). For greater clarity, UBC's costs shall include all administrative or other charges that are charged internally to UBC users at UBC for Services, provided such charges are at UBC's most favourable internal rates and have been identified to VANOC at the time VANOC elected to procure such Services.

8.4 Payment for Utilities. VANOC will pay or reimburse UBC for Utilities provided to VANOC by or through UBC in respect of VANOC's use of the Facility, Perimeter Area and Parking Areas (or Test Event Area, where applicable), calculated in the case of the Facility and Perimeter Area at the rate normally charged for Utilities at the Facility to UBC Athletics as principal tenant of the Facility, and calculated in the case of the Parking Areas, at the rate normally charged to UBC Parking and Access Control Services.

8.5 Invoicing and Time for Payment. UBC will invoice VANOC for amounts owing pursuant to the terms of this Agreement, including without limitation, amounts owing under Sections 8.3, 8.4 and 10.3. VANOC shall pay such amounts, without deduction or set-off, within 30 days after receipt and approval of UBC's invoice. Any dispute regarding amounts owing pursuant to this Agreement will be resolved in accordance with the arbitration provisions of Section 19.4 of this Agreement, provided that VANOC will pay the undisputed portion of any invoice within 30 days as contemplated by this section.

8.6 Operating Costs. Except as expressly provided in Section 8.2, 8.3, 8.4 or elsewhere in this Agreement, all Operating Costs relating to the Facility or the Perimeter Area shall be paid by UBC at all times and VANOC shall have no obligation or liability at any time in respect thereof.

8.7 Prohibition on Encumbrances. Neither party shall permit the Property, including the Facility to be encumbered with any liens, orders, contracts, claims or other arrangements of any kind whatsoever arising from the activities contemplated in this Agreement ("Encumbrances") prior to the Games and VANOC shall not permit the Property, including the Facility, to be encumbered with any Encumbrances following the Games. The parties shall use their Commercially Reasonable Efforts to cause any such Encumbrances to be released, removed or discharged within 10 days of receipt of notice of such Encumbrance. In the event a party disputes the validity of the Encumbrance, the disputing party shall within 30 days provide to the other party satisfactory evidence that the disputing party has posted a bond from a licensed surety in an amount satisfactory to the other party and the disputing party shall then use Commercially Reasonable Efforts to resolve the dispute over the said Encumbrance.

8.8 Care and Maintenance of Facility and Perimeter Area. Prior to the Exclusive Use Period, UBC will maintain the Facility and the Perimeter Area in good repair and safe condition. During the Exclusive Use Period, and any Test Event Use Period, VANOC will perform at its own expense non-structural repairs and maintenance reasonably required as a result of its Exclusive Use of the Facility and the Perimeter Area or Test Event Area. VANOC will give UBC prompt notice of any repair, maintenance or other corrective action that is not the responsibility of VANOC and which is required in relation to the Facility's structure, infrastructure, servicing, building systems or capital equipment. UBC acknowledges that VANOC's notice will be in

writing except where the matter is of an urgent nature or public safety is at risk. UBC agrees that forthwith upon receipt of any notice from VANOC as contemplated herein, it will take all steps as may be reasonably required to repair or remedy the matter. UBC will pay all costs associated with such repairs, maintenance or corrective action, except and to the extent the necessity for such repairs, maintenance or corrective action was caused by any negligent acts, errors or omissions on the part of VANOC, its agents or invitees, in which case the cost of such repairs, maintenance or corrective action will be paid by VANOC.

8.9 VANOC Insurance. VANOC shall, during the Exclusive Use Period and each Test Event Use Period, keep and maintain in good standing general and/or excess liability insurance, including coverage for host liquor, in an aggregate amount of not less than [REDACTED] per occurrence, which policy or policies shall name UBC as an additional insured party with respect to VANOC's obligation to indemnify UBC pursuant to Section 8.11. VANOC may at its option maintain insurance on the structures and equipment comprising the Overlay, Look of the Games and Wayfinding Signage. s.21

8.10 UBC Insurance. UBC shall during the periods identified below, keep and maintain in good standing the following insurance:

(a) Insurance Requirements – Design and Construction Period:

- (i) all-risk course of construction insurance coverage for the Facility which is reasonable and prudent in both scope and amount and which contains such extensions of coverage as a reasonable and prudent owner would maintain given the nature and scope of the project and the risks associated therewith (including without limitation earthquake coverage);
- (ii) wrap-up liability insurance protecting all participants in the construction of the Facility, with limits of not less than \$10,000,000.00 on an occurrence basis for bodily injury, death and property damage losses including loss of use thereof and including an extension of 24 months broad form completed operations coverage. This insurance will be carried from commencement of construction through to the Completion Date and will contain such extensions of coverage as a reasonable and prudent owner would maintain given the nature and scope of the project and the risks associated therewith;
- (iii) UBC shall ensure that the Design Builder obtains performance and labour and materials bonds from contractors and others when, in the opinion of UBC Properties as project manager, acting reasonably, it is commercially prudent to do so. Any bonds so obtained shall be in such amounts as a reasonable and prudent owner would require given the nature and scope of the project and the risks associated therewith;
- (iv) UBC will use Commercially Reasonable Efforts to ensure that the architectural, structural, mechanical and electrical consultants retained by the Design Builder for the Facility design obtain and maintain errors and omissions insurance (non-project specific) with limits of not less than \$1,000,000 on a claims made basis to

cover such design consultants, with coverage to be maintained through the design and construction period and for an extended reporting period.

At no additional cost to VANOC, the policy or policies providing insurance as required, with the exception of errors and omissions insurance (if applicable), workers' compensation and surety bonds, will defend and include VANOC and its directors, officers, employees and representatives as additional insureds on a primary basis for work performed under or incidental to this Agreement. If VANOC has other insurance applicable to the loss, it will be on an excess or contingent basis and will not contribute to UBC's insurance.

- b) Insurance Requirements – Period from Completion Date to End of Exclusive Use Period
- (i) All Risk Property Insurance with limits covering not less than the full replacement value of the Facility and which contains such extensions of coverage as a reasonable and prudent owner would maintain given the risks associated with the use and operation of the Facility, including without limitation earthquake coverage;
 - (ii) Comprehensive boiler and machinery insurance; and
 - (iii) Commercial General Liability insurance with limits of not less than \$5,000,000.00 per occurrence.

At no additional cost to VANOC, the Commercial General Liability policy described in section 8.10(b)(iii) will defend and include VANOC and its directors, officers, employees and representatives as additional insureds with respect to UBC's obligation to indemnify VANOC pursuant to section 8.12. With respect to the insurance specified in subsections (i) and (ii) above, UBC's insurance shall respond on a primary basis for work performed under or incidental to this Agreement and if VANOC has other such insurance applicable to the loss, it will be on an excess or contingent basis and will not contribute to UBC's insurance. With respect to the commercial general liability insurance specified in subsection (iii) above, VANOC's insurance will respond on a primary basis for claims made pursuant to this Agreement during the Exclusive Use Period and any Test Event Use Period and the insurance of UBC shall be on an excess or contingent basis and will not contribute to VANOC's insurance during such periods.

- (c) All UBC insurance policies will contain, where available, a provision that coverages afforded will not be suspended, voided, reduced or materially altered without the insurance company giving at least thirty (30) days prior written notice by registered mail to UBC and VANOC and a provision that waives the insurer's right of subrogation against VANOC and its directors, officers, employees and representatives. Upon request, UBC will provide VANOC with certificates of insurance from its insurers confirming that the insurance required under this Agreement has been procured and/or remains in good standing.

- (d) If the Facility is destroyed or suffers damage by fire, vandalism or other casualty at any time prior to the Exclusive Use Period, UBC will use Commercially Reasonable Efforts to have the Facility repaired or reconstructed in time to permit the use of the Facility by VANOC as contemplated herein. UBC agrees to use the proceeds of any and all insurance payable with regard to such damages for the repair or reconstruction of the Facility.

8.11 VANOC Indemnity. VANOC shall defend, indemnify and hold UBC, its governors, officers, employees and agents harmless from and against any and all liability, loss, costs or expenses (including reasonable legal fees and disbursements), resulting from third party claims for injury or damages arising out of the use and operation of the Facility, Perimeter Area, Parking Areas, or portions thereof, by VANOC during all periods of its use and occupation of the Facility Perimeter Area or Parking Areas, provided however that this indemnity shall not apply to claims for injury or damages to the extent arising out of any wilful misconduct or negligent act, error or omission of UBC or any employee or agent of UBC except to the extent such employee or agent of UBC was acting under the direction or supervision of VANOC.

8.12 UBC Indemnity. UBC shall defend, indemnify and hold VANOC, its directors, officers, employees and agents harmless from and against any and all liability, loss, costs and expenses (including reasonable legal fees and disbursements), resulting from third party claims for injury or damages arising out of the design and construction of the Facility or arising out of the use and operation thereof by UBC during all periods other than during any period of VANOC Exclusive Use or Test Event Use of all or any portion thereof, provided however that this indemnity shall not apply to claims for injury or damages to the extent arising out of any wilful misconduct or negligent act, error or omission of VANOC or any employee, volunteer or agent of VANOC.

8.13 Compliance With Laws. VANOC agrees that it shall comply with all Laws relating to its use and occupation of the Facility and the Perimeter Area. UBC agrees that it shall comply with all Laws applicable to it as owner and occupier of the Facility and the Property.

9. Financing

9.1 Capital Costs. The parties agree that the Estimated Project Capital Costs are \$47,834,000.00, as set out in Schedule "B". UBC has agreed to contribute \$9,000,000 to the Estimated Project Capital Costs (the "UBC Financial Contribution"), which amount shall be funded from funding sources acceptable to the Province of British Columbia. In addition to the UBC Financial Contribution, UBC shall be responsible and liable for any Project Capital Costs which exceed Estimated Project Capital Costs and for any financing costs or other capital costs relating to the Facility at any time. Except for the VANOC Financial Contribution to be paid and disbursed to UBC as described in this Article 9 or as otherwise provided for in this Agreement, VANOC shall bear no responsibility or liability whatsoever for the Project Capital Costs or any capital construction or replacement cost at any time, whether or not the Project Capital Costs exceed the Estimated Project Capital Costs. The parties acknowledge that the Estimated Project Capital Costs and the Project Capital Costs do not include the cost of Overlay.

9.2 VANOC Financial Contribution. VANOC will provide funding and value in kind goods and services as follows:

[REDACTED]

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[REDACTED]

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[REDACTED]

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9.3 Disbursement of VANOC Capital Contribution. The parties acknowledge that the VANOC Capital Contribution will consist of two components, disbursed as follows:

[REDACTED]

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[REDACTED]

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9.4 Cost Containment. Notwithstanding sections 9.1 to 9.3 inclusive, UBC and VANOC agree to work cooperatively to meet the budgetary limitations of the project and agree to make reasonable changes and revisions to the scope of the construction elements of the project so that the Project Capital Costs do not significantly deviate from Estimated Project Capital Costs.

9.5 Furniture, Fixtures and Equipment. VANOC will at its own expense provide all furniture, fixtures and equipment ("FF&E") which are required for the Overlay, the Look of the Games program and the Wayfinding Signage program or which are required exclusively for the Games competitions. UBC will provide, as part of the Project Capital Costs, all FF&E for the Facility which meets the needs of the Facility for the configuration of the Facility prior to VANOC's Exclusive Use thereof as well as the post-Games configuration of the Facility (including without limitation all ice resurfacers and all sport and fitness equipment owned by UBC and used in the Facility in connection with its normal operations). UBC will also provide all fitout for spaces within the Facility which are not specifically required for the Games. All such FF&E will be available for VANOC's use, at no charge, during the Exclusive Use Period and any Test Event Use Period. UBC's anticipated FF&E requirements are set out in Schedule "C" hereto. Notwithstanding the foregoing, in sourcing their respective FF&E, the parties will cooperate in an attempt to use procurement strategies which avoid duplication, reduce costs and maximize the post-Games legacy. UBC also agrees that it will consult with VANOC with respect to the colour scheme for the Facility and the design and colour scheme of FF&E, for the possibility of minimizing any Facility look elements that would be inconsistent with VANOC's Look of the Games program. The parties acknowledge that UBC is not obligated to modify its colour scheme to complement VANOC's Look of the Games program so long as it has undertaken reasonable consultation with VANOC.

10. Venue Staffing

10.1 Use of CUPE Facility Employees. VANOC acknowledges that UBC is or will be a party to collective agreements with the Canadian Union of Public Employees ("CUPE"). UBC and VANOC agree and acknowledge that UBC has secured in its collective agreements with its CUPE unions (or in letters of understanding incorporating amendments thereto) provisions which will permit the following staffing policies and procedures to be implemented during the Exclusive Use Period and any Test Event Use Period. UBC and VANOC agree with respect to UBC's non-union and CUPE employees as follows:

- (a) UBC employees customarily and regularly employed at the Facility will, subject to the conditions outlined in this Section 10.1, continue to work at the Facility and the Perimeter Area (or the Test Event Area, as the case may be);

- (b) If VANOC does not have any work for UBC employees to perform at the Facility and Perimeter Area (or the Test Event Area, as the case may be) during the Exclusive Use Period or Test Event Use Period, as the case may be, then upon reasonable notice to UBC from VANOC of such fact, UBC will assign such employees elsewhere for the period that no work is available. For greater clarity, VANOC may not substitute its own employees or volunteers to do the work of UBC employees to trigger their assignment pursuant to this subsection.
- (c) UBC employees may be required to work different shifts and schedules and, if agreed to by the employee's union, perform different duties than is customary for such employees, without any change in compensation, in order to meet the scheduling and operational needs of the Games or Test Events;
- (d) VANOC will have the right to supplement any UBC employees working at the Facility with volunteers, its own employees and third party contractors (whether such contractors employ union or non-union workers) to perform work at the Facility or elsewhere within the Perimeter Area, whether such work is the same as or similar to work being performed by UBC employees or work that is specific to the Games or Test Event requirements;
- (e) VANOC shall have the right to manage and issue direction and supervision to UBC employees and UBC employees will comply with such management and direction, provided that VANOC will identify and communicate to UBC and its employees the names and roles of specific persons who shall have authority to manage and direct the work of UBC employees;
- (f) UBC employees shall, if requested by VANOC, wear uniforms provided by VANOC during the Games and Test Events;
- (g) VANOC will provide training to UBC employees for the specific needs of the Games and Test Events;
- (h) VANOC may (but shall have no obligation to) require that a UBC employee perform overtime work. Where overtime is performed, overtime compensation rules as specified in UBC's applicable collective agreements as amended by the letters of understanding regarding the Games between UBC and its unions will apply. However, UBC employees will have no entitlement with respect to overtime work, and VANOC may elect to use non-UBC employees or volunteers to perform work that could otherwise be performed by UBC employees as overtime work;
- (i) VANOC will be entitled to exercise, through UBC, any rights UBC may have under its collective agreement as employer, including without limitation its rights relating to an employee's attendance and performance; and
- (j) UBC employees working at the Facility or within the Perimeter Area will be required to undergo and pass a security check conducted by the RCMP in accordance with the requirements outlined in Section 13.2 and will be subject to

magnetometer and baggage screening upon accessing the Facility on each day of work during the Exclusive Use Period. UBC employees who do not wish to undergo a security check or for whom the results of the security check are determined by the RCMP to be unsatisfactory will not be entitled to perform work in any accredited area of the Facility and may be re-assigned by UBC to work for UBC elsewhere on campus.

10.2 Use of COPE Facility Employees. VANOC acknowledges that UBC has not yet negotiated work rules such as those outlined in section 10.1 with respect to those UBC employees employed at the Facility who are members of the Canadian Office and Professional Employees Union, Local 15 ("COPE"). UBC will use Commercially Reasonable Efforts to negotiate substantially similar work rules with COPE. However, the parties acknowledge that there will be limited opportunities for employment of COPE employees at the Facility during the Exclusive Use Period. Accordingly, UBC will use Commercially Reasonable Efforts to bargain with COPE to provide that VANOC will have the right to offer alternate work arrangements, outside such employees' normal duties, for such employees to work under VANOC's direction at the Facility or elsewhere in Vancouver. Should UBC be unable to bargain such work rules, or should VANOC be unable to provide such alternate work arrangements, VANOC will reimburse UBC for the costs associated with the termination or temporary layoff of such employees, up to a maximum amount of \$7,500 for all such employees in the aggregate.

VANOC agrees that it will abide by the terms of UBC's collective agreements applicable to employees of the Facility to the extent not inconsistent with the above terms and conditions.

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11. Allocation of Additional Costs and Expenses

11.1 Compensation for Lost Usage. UBC acknowledges that the VANOC Financial Contribution includes a recognition of compensation to UBC for costs or lost revenue opportunities arising to UBC out of the loss of UBC's access to or utilization of existing facilities during the Games and in the construction period leading up to completion of the Facility.

VANOC shall have no other liability to UBC arising directly or indirectly from any loss of use of the Facility (or the existing facilities) at any time. Notwithstanding the foregoing, VANOC will cooperate with UBC in efforts to minimize disruptions to Facility user groups and the costs associated therewith.

12. Post Games Facility Operations

12.1 Post-Games Facility Responsibilities. Subject to Sections 7.9, 7.10 and 7.13, VANOC will have no responsibility whatsoever for the Facility or the Perimeter Area and no rights in respect thereof following the Exclusive Use Period. UBC shall be responsible for all capital costs and all Operating Costs for the Facility, the Perimeter Area and the Property after the Exclusive Use Period.

12.2 Assignment of Interests. Subject to Section 18.2, UBC will at all times be the legal and beneficial owner of the Facility and all FF&E which has been purchased by UBC hereunder.

13. Special Rights of VANOC

13.1 Broadcast Rights. VANOC (through its media partners) will have the exclusive right to broadcast, and control the broadcast of, all activities conducted at the Facility or in the Perimeter Area during the Exclusive Use Period or in the Test Event Area during any Test Event Use Period, and UBC shall have no rights with respect to the broadcast of any such activities. VANOC shall also have the exclusive right to arrange, conduct or permit commercial and non-commercial photography, filming, videotaping, radio transmission or other media coverage of activities conducted at the Facility or Test Event Area during the Exclusive Use Period or Test Event Use Period, as the case may be.

13.2 Security and Public Safety. During the Exclusive Use Period and any Test Event Use Period, VANOC (itself or through each of the Vancouver 2010 Integrated Security Unit (VISU), an agency led by the RCMP and the British Columbia Ministry of Public Safety and Solicitor General (BCPSSG)) will have the right, at its expense, to establish relevant security, public safety, emergency and evacuation measures, policies and procedures for the Facility, Perimeter Area, and the Robert F. Osborne Centre during the Exclusive Use Period, or Test Event Area during the Test Event Period, as the case may be, as are necessary, in the determination of VANOC, VISU and BCPSSG, after reasonable consultation with UBC, for the safety of the Facility and all Games or Test Event participants. UBC will cooperate and comply with such measures, policies and procedures and, subject to its authority to do so, shall cause its employees and other personnel to cooperate and comply as well. The parties acknowledge that such security measures will include the requirement that during the Operational Period, an access-controlled and fenced security perimeter will be established to secure the Facility and Perimeter Area and further, that all persons accessing the Facility, and possibly all persons accessing the Robert F. Osborne Centre, including employees and students of UBC, obtain security clearance prior to being granted access to such facilities and that such persons may be subject to magnetometer (metal detector) and baggage screening upon accessing the facilities on each day during the Operational Period. Subject to the security policies and procedures established, VANOC will provide UBC employees, students and participants in studies and programs with access to the Robert F. Osborne Centre, unless particular security concerns make such access

impossible, in which case VANOC will pay the reasonable costs of relocating laboratory and classroom facilities and equipment to an alternative site on the Property.

13.3 Sponsorships. VANOC will have the exclusive right to arrange sponsorships, supplierships, and other rights of affiliation or association with VANOC or the Games. For greater certainty and without limiting the foregoing, VANOC shall have the exclusive right to arrange food and beverage concessions, merchandise concessions and service providers for the Facility during the Exclusive Use Period and, subject to its rights for Test Event Use, in the Test Event Area for any Test Event Use Period, including without limitation in each case, the exclusive right to determine which products and services are available at the Facility or Test Event Area during the Games and/or Test Events, as the case may be, including food, beverage, merchandise and souvenir products.

13.4 Third Party Supply Contracts. UBC agrees that to the extent it has third party contracts for the supply of food, beverage, ticketing, souvenir products and other merchandise and services to the Facility, such contracts will be suspended or assigned to VANOC during the Exclusive Use Period if required by VANOC. UBC will ensure that all third party supply contracts entered into from the date of this Agreement, including renewals of existing contracts, will include provisions that allow for the suspension or assignment of such contracts as contemplated above. It is further acknowledged that any assignment contemplated by this section would require the third party to agree to certain Games-related conditions imposed by VANOC to comply with IOC requirements, and UBC therefore agrees that all third party contracts entered into from the date of this Agreement, including renewals of existing contracts, will provide for VANOC's right to impose such special conditions during the Exclusive Use Period and any Test Event Use Period as are consistent with the special conditions described in sections 13 and 14 of this Agreement. UBC will ensure that appropriate UBC representatives are made available to attend meetings arranged by VANOC with VANOC sponsors and suppliers so as to ensure a full understanding by UBC of Games sponsor and supplier product categories and supply rights, explore business opportunities and avoid sponsor and supplier conflicts. VANOC will ensure that all such meetings take place in Vancouver and that UBC is provided with reasonable notice of the time and place of such meetings.

13.5 Liquor License. UBC will cooperate with VANOC to assist in obtaining such liquor licenses as VANOC may require during the Exclusive Use Period or any Test Event Use Period.

13.6 Facility Access; Tickets. Subject to Section 7.8 and Section 13.2, VANOC will have the right to determine all conditions of access to the Facility and the Perimeter Area during the Exclusive Use Period or to the Test Event Area during any Test Event Use Period, including without limitation the right to deny access to any person or to eject any person from the Facility or the Perimeter Area. VANOC (directly or through its agents) will be the exclusive seller, marketer and distributor of invitations, passes and tickets of admission relating to all activities conducted at the Facility during the Exclusive Use Period, or conducted in the Test Event Area during any Test Event Use Period. Subject to the Olympic Charter, the Host City Contract, the IOC Accreditation Guide and Section 13.2, VANOC will provide accreditation and/or access to tickets for the Facility to a reasonable number of UBC board of governors members, administrators and invited guests.

14. Marketing and Intellectual Property Rights

14.1 Signage, Advertising, and Intellectual Property Rights and Restrictions. UBC and VANOC acknowledge that the IOC mandates certain restrictions on the exercise of marketing and intellectual property rights relating to Games venues. UBC and VANOC agree:

- 14.1.1 that VANOC will have the exclusive right to install signage and displays at and on the Facility and within the Perimeter Area during the Exclusive Use Period; and within the Test Event Area during any Test Event Use Period;
- 14.1.2 that the contribution of the Province of British Columbia and the Government of Canada for providing funding for the Facility will be acknowledged, such acknowledgement to take the form of temporary signage on or about the Facility site in both English and French from the date construction is commenced until the Completion Date and permanent signage on or about the Facility site in both English and French thereafter;
- 14.1.3 that UBC may also erect permanent signage acknowledging the funding it provided for the Facility, subject to VANOC's approval of the look of such signage if it will be erected prior to the expiry of the Exclusive Use Period;
- 14.1.4 that, except as determined by VANOC, and subject to the legal authority of UBC, no form of publicity, commercial installation of advertising signage or commercial identification of any kind will be permitted during the Exclusive Use Period at the Facility or during the Operational Period within the Perimeter Area or the Overlay (including for greater certainty, the signage or other identification of any party to whom UBC has granted Commercial Naming Rights). Without limiting the generality of the foregoing, UBC acknowledges that the Facility must during the Operational Period be free and unencumbered of any advertising, corporate or commercial message or any commercial identification, logo, or corporate colour scheme of any description. Furthermore, commercial installation of advertising signage or commercial identification that is in competition with an official IOC or VANOC sponsor will not be permitted during the Operational Period on any portion of the Property from which it is discernable from the Facility and/or the Perimeter Area. For greater certainty, all such described signage and commercial identification in the locations described above (including without limitation scoreboards and video boards) will be removed or concealed by VANOC during the applicable periods when it is prohibited hereunder, provided that it will be replaced in its original configuration at the conclusion of the Exclusive Use Period. The removal, concealment and subsequent replacement of all signage and commercial identification shall be at the expense of VANOC. Notwithstanding the foregoing, UBC will at all times prior to the Exclusive Use Period consult with VANOC with respect to the placement and manner of installation of any signage or other commercial identification on or in the Facility with a view to considering potential approaches that will minimize the expense VANOC may incur in removing or concealing such Facility signage.

14.1.5 that, except as determined by VANOC, and subject to the legal authority of UBC, during any Test Event Use Period no form of publicity, commercial installation of advertising signage or commercial identification that is in competition with the sponsors of the Test Event (which will be the VANOC and IOC sponsors if VANOC stages the Test Event) will be permitted in that portion of Test Event Area located inside the Facility during the Test Event Use Period. Without limiting the generality of the foregoing, UBC acknowledges that the portion of the Test Event Area located in the interior of the Facility must during any Test Event Use Period be free and unencumbered of any such advertising signage or commercial identification. For greater certainty, all such described signage and commercial identification in the locations described above (including without limitation scoreboards and video boards) will be removed or concealed by VANOC during the applicable periods when it is prohibited hereunder, provided that it will be replaced in its original configuration at the conclusion of the Test Event Use Period. The removal, concealment and subsequent replacement of such signage and commercial identification shall be at the expense of VANOC.

14.1.6 that UBC will cooperate with VANOC and use best efforts within its legal authority to oppose or prohibit any intentional or unintentional attempt by a third party (including any person to whom UBC has granted Commercial Naming Rights, as contemplated by Section 14.1.12 hereto) who is not an official IOC or VANOC sponsor (a "Non-Partner") to create a false or unauthorized commercial association with the Olympic Movement or the Games, including but not limited to:

- (a) a Non-Partner company's use of creative means to generate a false association with the Games;
- (b) a Non-Partner company's infringement of the various laws that protect the use of Olympic imagery and indicia; and
- (c) a Non-Partner company's activities that intentionally or unintentionally interfere with the legitimate marketing activities of Olympic partners.

(collectively, "Ambush Marketing")

during the Operational Period where such Ambush Marketing occurs: (a) on or about the Facility, the Perimeter Area or the Overlay; (b) on or about any other portion of the Property discernable from the Facility, the Perimeter Area or the Overlay; and (c) on any other portion of the Property upon a reasonable request by VANOC to UBC, all in an effort to protect the rights of those parties authorized by VANOC and/or the IOC to exclusively associate themselves and their products or services with the Games. VANOC shall reimburse UBC for actual expenditures, including legal fees, that UBC incurs pursuant to this Section 14.1.6, provided that UBC seeks VANOC's prior approval to incur such expenditures and provided further that UBC has complied in all respects with Section 14.1.4;

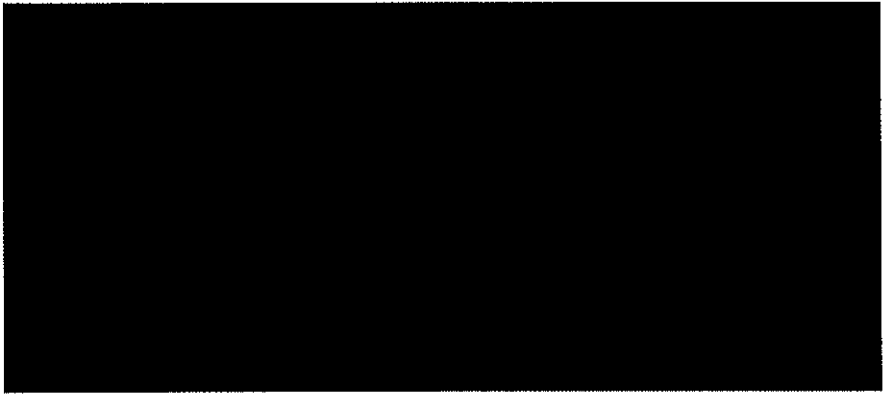
- 14.1.7 Subject to the legal authority of UBC, VANOC will have the option to acquire all existing or hereafter developed outdoor advertising space on the Property during the Exclusive Use Period at rates equal to the average price charged for the same or, in the case of new space, similar advertising space during the three year period from 2006-2008, adjusted for inflation to 2010 as measured by the Consumer Price Index for Metropolitan Vancouver – All Products. For greater certainty, the parties acknowledge that this section does not apply to the Facility naming rights described in section 14.1.12.
- 14.1.8 that use of Olympic emblems is restricted to users authorized by VANOC and approved by the COC and IOC and no right to the use of any Olympic-related emblems, trademarks, symbols or other intellectual property is granted to UBC pursuant to this Agreement;
- 14.1.9 that UBC registered marks may only be used by VANOC with the permission of UBC;
- 14.1.10 that use of VANOC marks and intellectual property as may be applied to the Facility or in the Perimeter Area will be determined by VANOC in consultation with UBC;
- 14.1.11 that VANOC, will at all times have the right, assignable at its discretion to the IOC or any of the members of VANOC, to the use of depictions of the Facility, including but not limited to, the right to depict all Games activities in any electronic or other games. UBC will at all times have the right to use depictions of the Facility in its non-Games configuration, however, at no time will UBC have the right to use depictions of the Facility when dressed with the Look of the Games without the prior consent of VANOC, which consent shall not be unreasonably withheld; and

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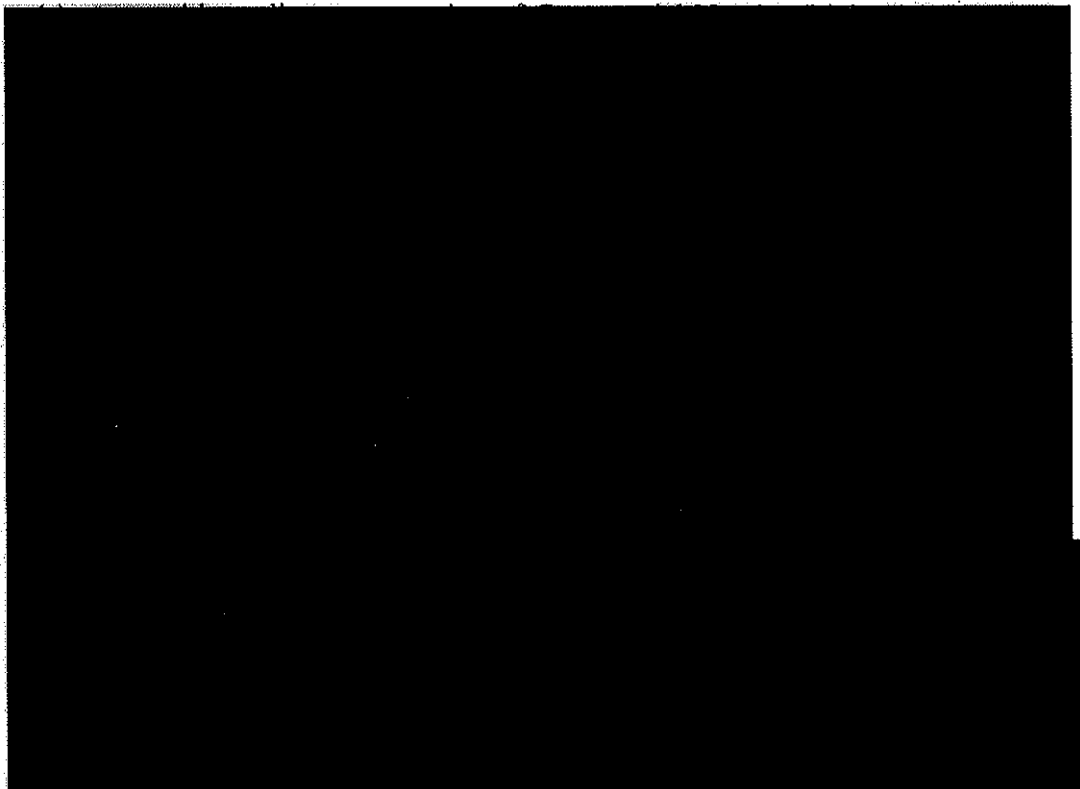
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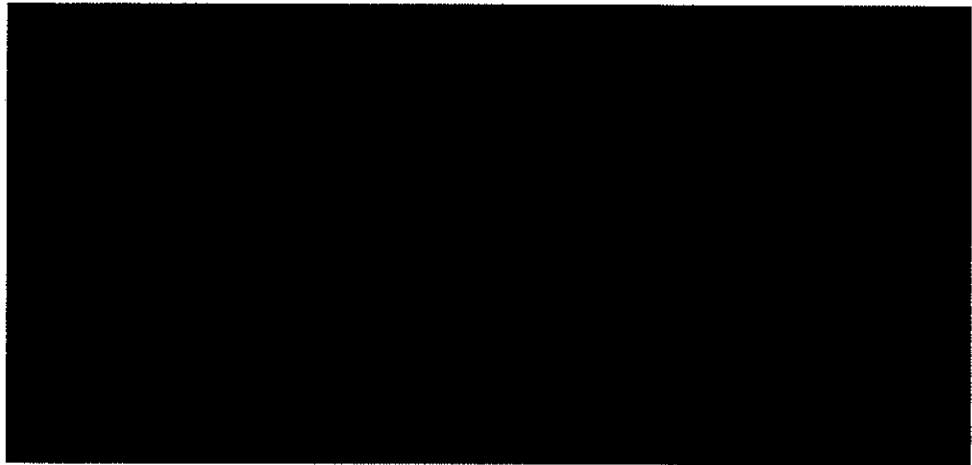
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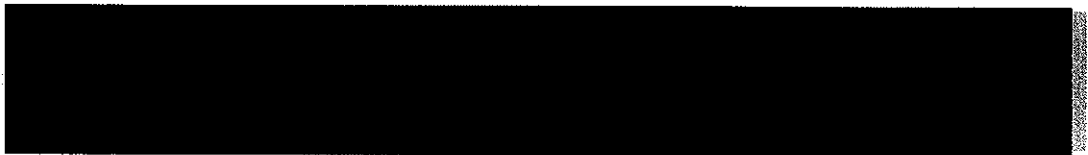
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14.2 Promotional Rights and Limitations for UBC. Nothing in this Agreement shall grant nor be deemed to grant UBC any right of association with the Games nor grant UBC any marketing, sponsorship or promotion right in connection with VANOC or the Games. Notwithstanding the foregoing, VANOC acknowledges that it intends to develop, in consultation with the IOC and the venue owners (including UBC), a program pursuant to which venue owners (including UBC), would be permitted to use for non-commercial purposes certain VANOC marks to create an association with VANOC and the Games under terms and conditions which would be set out in a license agreement to be approved by the IOC. Until such program has been approved by the IOC and until UBC has entered into a license agreement with VANOC relating to use of specified VANOC marks, UBC agrees and acknowledges that it will not use the marks, identifications or intellectual property owned by VANOC, the COC or the IOC, as identified by VANOC including without limitation "2010", "Vancouver 2010", "Olympic", or the official emblem, logo or mascot of the Games for any purpose whatsoever without the express prior written consent of VANOC, which consent may be arbitrarily withheld.

VANOC agrees that neither it, the IOC, the COC, or the IIHF have any rights in the name, marks, or logos owned by UBC, including without limitation "University of British Columbia", "UBC", or the official UBC crests. VANOC, the IOC, the COC and IIHF will not use the name, marks or logos of UBC for any purpose whatsoever without the express prior written consent of UBC for each instance of use.

15. Environmental Matters

15.1 Environmental Assessment. VANOC acknowledges that UBC has completed to VANOC's satisfaction an environmental assessment using methodology consistent with that applied under the Canadian Environmental Assessment Act, which has determined that the construction of the Facility is unlikely to cause any significant adverse environmental effects.

15.2 Environmental Disclosure. UBC has fully disclosed to VANOC with respect to the site of the Facility any information in its possession regarding the past or current use, storage, manufacture, disposal, treatment, handling, generation, or presence of contaminating or hazardous substances on the site of the Facility, or migrating from it, and any information in its possession regarding any actions, suits, proceedings, investigations, complaints, orders, directives or other notices or knowledge of any condition or activity pertaining to any non-compliance with applicable federal, provincial and municipal environmental laws.

16. Sustainability

16.1 LEED Initiatives. UBC agrees to retain an independent consultant on the project team to monitor implementation of sustainability objectives and to use Commercially Reasonable Efforts to ensure that the permanent components of the Facility are constructed in a manner so as to achieve, in the professional opinion of such consultant, standards which are equivalent to LEED Silver technical and performance standards. UBC acknowledges VANOC's preference that UBC obtain LEED Silver certification.

17. Force Majeure

17.1 Force Majeure. If either party forms the opinion that this Agreement has become impossible to perform due to acts of God, war, terrorism or other events or circumstances which make it illegal or impossible to provide the Facility or to hold the Games, including any decision by the IOC to cancel or postpone the Games, then such party will provide the other party with written notice of such opinion and the parties shall meet to discuss whether such circumstances indeed exist, and after such meeting, this Agreement may be terminated for any one or more of such reasons, by the further written notice of one party to the other, provided that the reason for said termination is in effect prior to the commencement of the Games and would reasonably prevent the terminating party from discharging its obligations under this Agreement. Upon any termination pursuant to this Section 17.1, UBC and VANOC will be released from all obligations contemplated to be completed after the date of such termination except for those obligations and rights contemplated by Sections 7.13 and provided that each party shall remain liable for obligations and liabilities arising on or before the date of termination. Notwithstanding the release of obligations described above, UBC agrees to use Commercially Reasonable Efforts to complete the construction of the Facility so as to provide the legacy contemplated by the VANOC Financial Contribution.

17.2 Proviso Regarding Funding. Notwithstanding Section 17.1, in the event a force majeure event has occurred, UBC shall have no obligation to return any of the VANOC Financial Contribution which has been paid to UBC pursuant to this Agreement.

17.3 Survival of Obligations. The rights and obligations of the parties specified in any Section of this Agreement which by its nature would reasonably be interpreted as intended by the parties to survive any termination pursuant to Section 17.1 will survive such termination.

18. Further Assurances

18.1 Further Deliveries and Instruments. Each party shall, with reasonable diligence, do all such things, provide all such assurances and assistance and execute and deliver such other

documents or instruments as may be reasonably required by any other party at the expense of such other party to give effect to the terms and purpose of this Agreement and carry out its provisions.

18.2 Tax Matters. The parties agree to cooperate with each other, and to make such amendments to this Agreement as may be advisable, including amendments to those provisions relating to development and construction, the provision of and payment for goods or services, staffing or otherwise, in order to obtain the most favourable treatment for tax purposes for the parties and to avoid or minimize, to the fullest extent permitted by law, taxes payable as a result of the matters contemplated by this Agreement, provided that no party shall have any obligation to enter into any alternative arrangement or do any act or omit to do any act which would materially prejudice its own legal, tax, commercial or financial position.

18.3 Additional Matters. The parties agree to work cooperatively to develop operational policies and procedures in respect of the following Games-related matters:

- (a) University Reading Week;
- (b) Ice Preparation;
- (c) Commissioning of the Facility;
- (d) Event Services and Operations at the Facility;
- (e) Permits and Licenses;
- (f) Traffic Control and Parking;
- (g) Security and Key Control;
- (h) Medical Services; and
- (i) Information Services and the Coordination of Competitions.

18.4 Cooperation and Liaison. The parties hereby acknowledge that the success of the Games shall require cooperation and consultation between them at all times and that each of them shall make every effort to keep the other (through communication with the parties' representatives on the Capital Works Committee) fully informed in a timely manner as to the progress of their plans, any particular difficulties encountered by them, any changes in plans, and without restricting the foregoing, any information which might affect the obligations of the other party.

19. General Provisions

19.1 Representations and Warranties of VANOC. Subject to Section 1.2, VANOC has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; the execution of this Agreement by VANOC and the performance by VANOC of its obligations hereunder have been duly authorized by all necessary corporate action; and this Agreement has been duly executed and delivered by VANOC and is a valid and binding obligation of VANOC, enforceable against VANOC in accordance with its terms.

19.2 Representations and Warranties of UBC. Subject to Section 1.2, UBC has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; the execution of this Agreement by UBC and the performance by UBC of its obligations hereunder have been duly authorized by all necessary corporate action; and this Agreement has been duly

executed and delivered by UBC and is a valid and binding obligation of UBC enforceable against UBC in accordance with its terms.

19.3 Assignment. Neither party may assign this Agreement or any part thereof unless it has obtained the express written consent of the other party.

19.4 Dispute Resolution. Subject to Section 6.10, the parties agree to resolve all disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with it or from it, by binding arbitration. In the event of such a dispute, either party may send notice to the other party initiating the arbitration process. The parties will agree on the arbitrator or, failing agreement, the arbitrator will be appointed in accordance with the rules of the British Columbia International Commercial Arbitration Centre. Any arbitration will be held in the City of Vancouver in English and will be conducted pursuant to the Domestic Commercial Arbitration Rules of the British Columbia International Commercial Arbitration Centre and pursuant to the British Columbia *Commercial Arbitration Act*. The parties agree to use best efforts to cause the arbitration to be held within 72 hours of the delivery of notice of arbitration, unless the matter is of a nature where it would be unreasonable for the parties to prepare for the arbitration proceedings in such a time span, in which event the parties will cause the arbitration to be held as soon as reasonably possible. The decision of the arbitrator will be final and will bind the parties for all purposes, and neither party shall have a right of appeal from the decision of the arbitrator. Each party will bear its respective costs associated with the arbitration.

19.5 Notices. Any notice required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered or if transmitted by facsimile to such party:

(a) in the case of a notice to VANOC, at:

Vancouver Organizing Committee for the 2010
Olympic and Paralympic Winter Games
3585 Graveley Street
Vancouver, BC V5K 5J5
Attention: Tom Cornwall, Director, City Venues
Facsimile No.: 778.328.2011

with a copy to:

Vancouver Organizing Committee for the 2010
Olympic and Paralympic Winter Games
3585 Graveley Street
Vancouver, BC V5K 5J5
Attention: Kenneth Bagshaw, Q.C., Chief Legal Officer
Facsimile No.: 778.328.2011

(b) in the case of a notice to UBC, at:

Office of the President
6328 Memorial Road
Vancouver, BC V6T 1Z2
Attention: Brian Sullivan, Vice President Students
Facsimile No.: 604.822.8194

with a copy to:

Office of the University Counsel
6328 Memorial Road
Vancouver, BC V6T 1Z2
Attention: Mark A. Crosbie, Legal Counsel
Facsimile No.: 604.822.8731

and with a copy to:

UBC Properties Trust
101 - 555 Great Northern Way
Vancouver, BC
V5T 1E2
Attention: Joe Redmond, Vice President
Facsimile No.: 604.731.2130

or at such other address or addresses as the party to whom such notice is to be given shall have last notified the party giving the same in the manner provided in this section.

19.6 Amendment. This Agreement may be amended only by a written instrument signed by both parties.

19.7 Time of the Essence. Time is of the essence in this Agreement.

19.8 Headings. The headings of the various sections and subsections of this Agreement are used for convenience of reference only and shall not modify, define or limit any of the provisions hereof.

19.9 Waiver. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

19.10 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law as the intent of the parties can be maintained.

19.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

19.12 Schedules. The Schedules attached to this Agreement are integral to and form part of this Agreement.

19.13 Days: Unless otherwise specified, a reference to a day in this Agreement is a reference to a calendar day. In this Agreement time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next business day following if the last day of the period is a Saturday, Sunday or day on which chartered banks are closed for business in Vancouver, British Columbia.

SIGNED at Vancouver by the authorized signatories of the parties, this 15 day of November, 2006.

**VANCOUVER ORGANIZING COMMITTEE FOR
THE 2010 OLYMPIC AND PARALYMPIC WINTER GAMES**

By: Dorothy E. Byrne
Authorized Signatory

Dorothy E. Byrne Q.C.
Vice President & Corporate Secretary
VANOC

By: John H. McLaughlin
Authorized Signatory Vice President and Comptroller

THE UNIVERSITY OF BRITISH COLUMBIA

By: Acting Vice President,
Authorized Signatory

By: Acting Administration and Finance
Authorized Signatory Students

INTERNATIONAL OLYMPIC COMMITTEE

For the purposes of approval only (and not as a party)

By: [Signature]

By: [Signature]

Urs LACOTTE
Director General

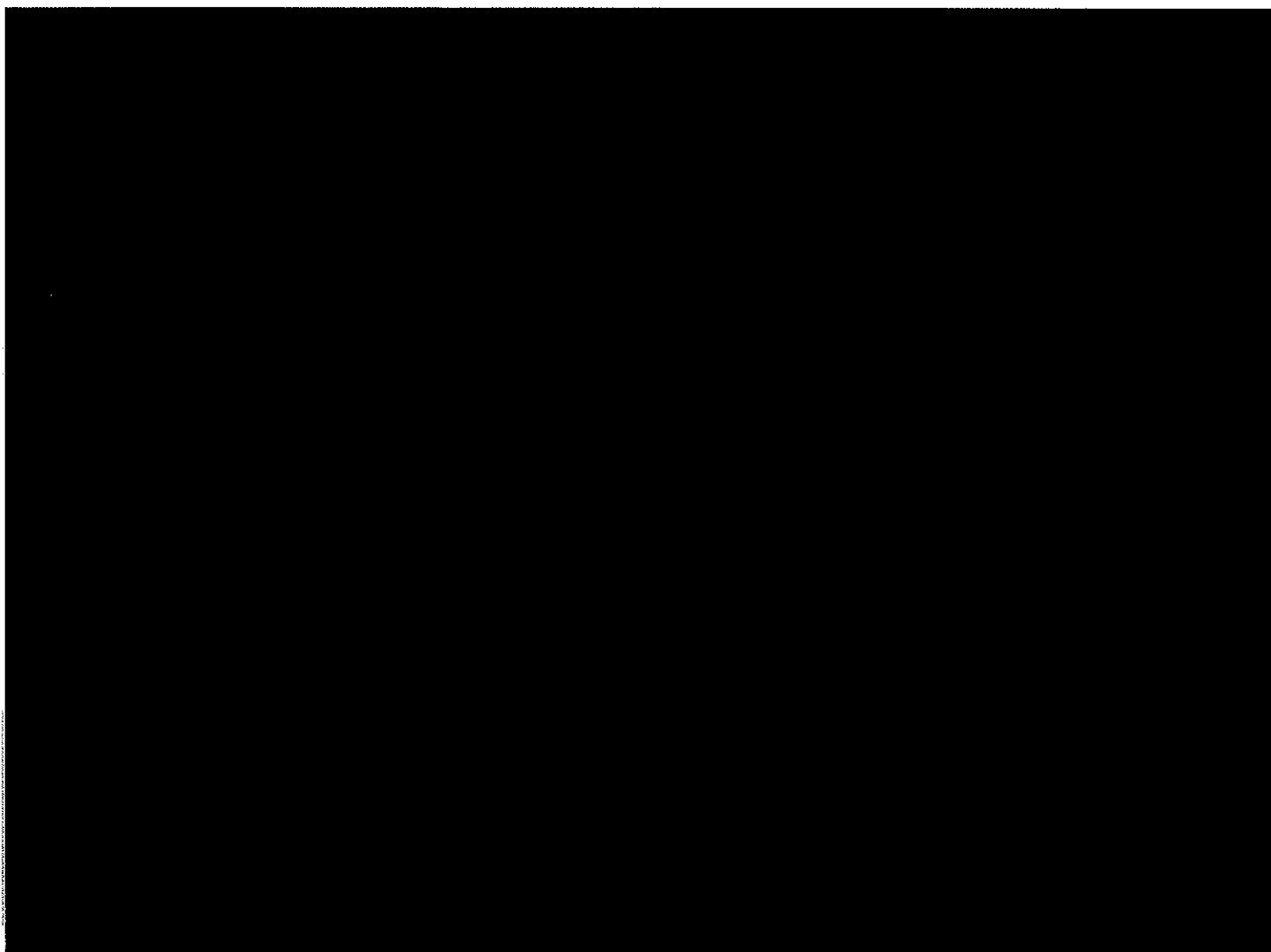
Howard M. STUPP
Director of Legal Affairs

SCHEDULE "A"

**SITE PLAN, OVERLAY BOUNDARIES, TRANSPORTATION
ROUTES AND PARKING AREAS**

[see attached]

s.21



00045

SCHEDULE "B"

[REDACTED]

[REDACTED]

s.21

[REDACTED]

[REDACTED]

SCHEDULE "C"
FF&E

UBC-Provided FF&E

1. All office furnishings
2. All Lounge furnishings
3. Ice resurfacers (minimum of two) plus related ice cleaning equipment
4. Concession area / kitchen equipment and smallwares
5. Hockey Nets, Dasherboards and Ice Dams for North American and International ice surfaces
6. Modified Clear Dasherboards for Sledge Hockey legacy use

SCHEDULE "D"

MILESTONE SCHEDULE

ARENA C		
Commence major demolition of existing buildings		s.21
Commence bulk excavation		
Commence concrete foundations		
Commence erection of structural steel		
Commence roofing		
Commence steel stud & drywall		
Commence concrete pour of ice slab		
Substantial Completion		
ARENA B		
Commence erection of structural steel		s.21
Commence roofing		
Substantial Completion		
ARENA A		
Commence bulk excavation		s.21
Commence concrete foundations		
Commence erection of structural steel		
Commence roofing		
Commence steel stud & drywall		
Commence installation of exterior glazing		
Commence installation of precast rakers for bleacher seating		
Commence installation of bleacher seating		
Commence concrete pour of ice slab		
Completion Date		

SCHEDULE "E"

SUMMARY OF VANOC USE PERIODS

Type/ Description of Use	Start Date	End Date
Non-exclusive site access during construction period	Immediate	Completion of Construction
Pre-Games Non-Exclusive Use Period	Completion of Construction	December 12, 2009
Test Event Use Period(s)	TBD within Pre-Games Non-Exclusive Use Period in accordance with Section 7.4	TBD within Pre-Games Non-Exclusive Use Period in accordance with Section 7.4
Exclusive Use Period (includes Operational Period of February 4 to March 23, 2010, Olympic Games dates of February 12 to 28, 2010 and Paralympic Games dates of March 12 to 21, 2010)	December 13, 2009	Turnover Date*
Post-Games Non-Exclusive Use Period	Turnover Date*	May 31, 2010

* Turnover Date to be designated by VANOC as a date after March 2, 2010 and prior to April 30, 2010, as communicated to UBC by no later than January 1, 2009.

SCHEDULE "F"

[REDACTED]

[REDACTED]

[REDACTED]

s.1

[REDACTED]

s.2

[REDACTED]

s.21

[REDACTED]

s.21

[REDACTED]

s.21

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s.21

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