

PURCHASE AND INDEMNIFICATION AGREEMENT

This Purchase and Indemnification Agreement (the "**Agreement**") is made on May 2, 2022 (the "**Effective Date**") between Whistler Mountain Resort Limited Partnership and Blackcomb Skiing Enterprises Limited Partnership ("**Company**"), The Whistler Blackcomb Foundation ("**Charity**") and the Purchaser, whose information is set forth on **Exhibit A** ("**Purchaser**").

BACKGROUND

- A. Company and/or its affiliates own or operate ski resorts and lodging properties throughout the United States and Canada (each a "**Resort**" and collectively the "**Resorts**").
- B. Via the Charity, Purchaser desires to purchase from Company certain equipment identified on **Exhibit A** (collectively, the "**Equipment**").
- C. Company desires to sell and deliver the Equipment to Purchaser.

AGREEMENT

The parties agree:

1. OBLIGATIONS OF PURCHASER.

1.1. Purchaser will remove the Equipment from the location at or near the Company's premises (the "**Site**") and will complete all removal work (the "**Work**") on the date specified on **Exhibit A**, unless otherwise agreed to in writing by Company. All Work will be completed at Purchaser's sole expense.

1.2. The Work includes loading of the Equipment and transportation from the Site to Purchaser's property.

1.3. Purchaser's failure to remove all portions of the Equipment from the Site in strict accordance with this Section constitutes a forfeiture of all of Purchaser's interests in the Equipment, and Purchaser will not be entitled to a refund of any purchase amounts paid to Company. If any portion of the Equipment remains at the Site after the date set forth on **Exhibit A**, then Company, at its sole option, may remove the Equipment for transportation and disposal, with all associated costs to be paid by Purchaser.

1.4. Purchaser will leave the Site reasonably clean and free of litter or debris that may be generated by the Work at the Site.

2. **OBLIGATIONS OF SELLER.** Company grants Purchaser access to the Site as is necessary and reasonable to conduct the Work.

3. PURCHASE AND SALE.

3.1. Company will sell and Purchaser will purchase the Equipment as described in detail on **Exhibit A**. Purchaser is obligated to remove or dispose of all parts related to the Equipment.

3.2. Title to the Equipment will pass to Purchaser upon Purchaser's removal of the Equipment from the Site. Purchaser bears all risk of loss, damage or destruction following the passage of title. Company will retain a purchase money security interest in the Equipment until

the conditions of Section 4 have been fully satisfied. Purchaser agrees to execute any documents as may be necessary to perfect this interest.

3.3. Purchaser acknowledges and agrees that the Equipment has been used by Company and may be worn or damaged and that there may be structural flaws or other defects that are not apparent from a visual inspection. Further, the Equipment may not meet all the requirements of the American National Standards Institute, Inc. ("ANSI") or applicable state rules and regulations and that the particular requirements of ANSI and other agencies having jurisdiction must be met prior to Purchaser utilizing the Equipment for operation.

3.4. Purchaser represents that it has inspected or will thoroughly inspect the Equipment, acknowledges that the Equipment is used and second-hand, is satisfied with its condition and agrees to take possession of the Equipment in strictly "as is" condition, it being understood that Company demands that Purchaser examine the Equipment fully as a condition of this Agreement. Notwithstanding the foregoing or any inspection, Company acknowledges that the condition of the Equipment including any flaws or other nonconformities may not be apparent or discoverable by visual or other inspections performed by Purchaser. Purchaser is purchasing the Equipment subject to any latent defects and assumes all risk thereof.

3.5. SELLER DOES NOT WARRANT OR REPRESENT THAT THE EQUIPMENT IS MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE AND THE SALE OF THE EQUIPMENT IS MADE "AS IS" AND WITH ALL FAULTS. THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. Purchaser waives the benefit of any statutory, equitable or other legal rights or protections to the contrary.

4. **CONSIDERATION.** In consideration of the transfer of the Equipment by Company, Purchaser:

(i) will pay Company the amount set forth on **Exhibit A** for the Equipment (the "Purchase Price") in US funds. Purchaser will pay the entire Purchase Price upon execution of this Agreement (the "Due Date"). If the Purchase Price is not paid on the Due Date, any unpaid portions of the Purchase Price will accrue interest at the rate of 18% per annum or the highest rate allowable by applicable law, if less than 18%; and

(ii) assumes all risk, liability or other loss arising from the Equipment, the sale and purchase, transfer, loading, transportation or use thereof from the time of transfer of title to the Equipment.

5. **TERM.** This Agreement starts on the Effective Date and will expire on full satisfaction of Purchaser's obligations (the "Term").

6. **INDEMNIFICATION.** Purchaser will indemnify and defend Company, each of its affiliated entities, and their respective employees, officers, directors, owners, agents and assignees and each of their successors-in-interest (each, an "Indemnified Party") from all losses, damages or liabilities in any way arising (i) from the purchase, removal, transportation, loading, shipping or use of the Equipment (or items contained therein) including those arising out of or connected to, directly or indirectly, Purchaser's or any third parties use, ownership or subsequent sale or transfer of the Equipment; or (ii) Purchaser's acts or omissions. Purchaser releases and will indemnify each Indemnified Party from liability for any injuries and losses to Purchaser, its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest in any way arising from this Agreement. Upon notice from an Indemnified Party claiming indemnity for a claim or threatened claim, Purchaser will assume defense of the claim and retain counsel reasonably satisfactory to Indemnified Party. Indemnified Party will

cooperate as reasonably requested in the defense and any costs and expenses incurred by Indemnified Party will be reimbursed by Purchaser. Purchaser will have the sole authority to settle any indemnified claim; provided, however, that Purchaser will first obtain written consent from Company for any settlement that requires any Indemnified Party to pay any money, or take, or refrain from taking, any action. Company may participate in the defense of any indemnified claim with counsel of its choice, at its own expense. If Purchaser does not assume defense of the claim, Indemnified Party may retain counsel of its choice at Purchaser's expense and Indemnified Party will have control over the defense and authority to resolve the claim. This Section will survive any termination or expiration of this Agreement.

7. **AFFIRMATIVE ACTION/EEO EMPLOYER.** Company and its affiliated entities are equal opportunity employers and federal contractors or subcontractors. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

8. GENERAL PROVISIONS.

8.1. Compliance with Law. In performing its obligations under the Agreement, Purchaser will comply with all applicable laws, rules and regulations and any Company policies conveyed to Purchaser.

8.2. Authority. Each party warrants that (i) it has the authority to enter into and perform this Agreement; and (ii) execution or performance of this Agreement does not breach any other agreement.

8.3. Governing Law; Jurisdiction and Venue. This Agreement, and all claims that arise out of or relate to this Agreement, will be governed by the laws of the State where the Equipment is located, including its statutes of limitations, without regard to conflicts of laws principles. Exclusive jurisdiction and venue for any legal action under this Agreement is the State District Court or the U.S. District Court in whose county or district the Equipment is located.

8.4. Jury Waiver. To the extent permitted by applicable law, each party unconditionally waives its rights to a jury trial of any claim arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any disputes that may be filed in any court. This waiver is irrevocable and may not be modified either orally or in writing. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

8.5. Remedies Cumulative; Waiver. The rights and remedies in this Agreement are cumulative and are in addition to all rights and remedies available under law (unless waived in this Agreement). By exercising any right or remedy a party does not waive any other available right or remedy. No provision of this Agreement will be deemed to have been waived, unless

the waiver is in writing and signed by both parties. No waiver by either party at any one time will constitute an ongoing waiver or a waiver of the same provision at any other time.

8.6. Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable, that provision will be excluded to the extent of the invalidity or unenforceability, and all other provisions will remain in full force and effect. To the extent permitted, the invalid or unenforceable provision will be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision.

8.7. Attorneys' Fees. If a party substantially prevails in any legal action under this Agreement the non-substantially prevailing party must pay the reasonable attorneys' fees, experts' fees, costs and expenses of the substantially prevailing party.

8.8. Notices. All notices under this Agreement must be in writing and delivered to the notice address below: (i) by registered, express, or certified mail; (ii) by courier or messenger service; or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date received or, if acceptance is refused, the date of attempted delivery. Either party may change its notice address by following the requirements in this Section.

If to Company: To the Resort address set forth on **Exhibit A**

With a copy to: Vail Resorts Management Company
Attention: Legal Dept., Box I-88
390 Interlocken Crescent
Broomfield, Colorado 80021
E-mail: legalnotices@vailresorts.com

If to Purchaser: See **Exhibit A**

If to Charity: See **Exhibit A**

8.9. Survival. The provisions of this Agreement that, by their nature, are intended to survive expiration or termination of this Agreement, including any indemnification or confidentiality obligations, will survive.

8.10. Amendment. The parties may alter this Agreement only by written amendment signed by the parties.

8.11. Further Assurances. If reasonably requested, each party will sign and deliver any document or take other action necessary to carry out the intent of or to perfect any of the rights granted in this Agreement.

8.12. Time of the Essence. Time is of the essence with regard to all dates and time periods in this Agreement.

8.13. Captions. The captions of each section are for reference only and do not affect the interpretation of this Agreement.

8.14. No Presumption Against Drafter. This Agreement expresses the mutual intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.

8.15. Relationship of Parties. Nothing in this Agreement creates a partnership, joint venture, or similar relationship between the parties. Neither party may bind the other party or hold itself out as having authority to bind the other party.

8.16. Third-Party Beneficiary. This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.

8.17. Assignment; Successors. Purchaser may not assign or delegate its rights or duties under this Agreement without Company's written consent. This Agreement is binding on the successors and permitted assigns of either party.

8.18. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the subject matter described herein and supersedes all prior agreements, whether written or oral, relating to the same subject.

8.19. Counterparts. This Agreement may be executed in counterparts and delivered by facsimile or other electronic method, which taken together form the Agreement and will be binding as if the original signatures are on one document.

The parties have executed this Agreement as of the Effective Date.

PURCHASER

CHARITY

By: _____

By: M/W/Madden

Title: _____

Title: Executive Director

Date: _____

Date: May 2, 2022

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, by its general partner, WHISTLER BLACKCOMB HOLDINGS INC.

By: [Signature]

Title: Chief Operating Officer

Date: May 2, 2022

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP, by its general Partner, WHISTLER BLACKCOMB HOLDINGS INC.

By: [Signature]

Title: Chief Operating Officer

Date: May 2, 2022