

Preventative Maintenance – 2024 Orland Park

Village of Orland Park

Orland Park, IL

Project #47889

August 3, 2023



WHITEWATER®

EST. 1980

This document contains a formal quotation. When signed by both parties this quotation forms a legally binding contract that guarantees the success of your project by utilizing only the best design and products available today.

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The appendices listed above are made part of this contract and together represent the full extent of the agreement. In case of conflict between the contract herein and any other referenced documents, the contract takes precedence.

Parties

This agreement is made on the latest date of signing by both parties, between:

The seller, WhiteWater West Industries Ltd. (WhiteWater)

With registered office at:

180-6651 FRASERWOOD PL
RICHMOND BC V6W 1J3
Tel: +1.604.273.1068 • Fax: +1.604.273.4518

A British Columbia corporation with incorporation number BC1238701 and a resident of Canada for income tax purpose with registration number 10567 3271 RC0001.

Formal notices to be addressed to the attention of:

Luc Benac, Commercial Manager (luc.benac@WhiteWaterwest.com)

AND

**The purchaser, Village of Orland Park
(Purchaser)**

With registered office at:

.....
.....
.....
.....

A corporation with incorporation number

and

a resident of for income tax purpose with registration number

Formal notices to be addressed to the attention

(..... @)

END OF SECTION

Proposal

1. Abbreviated Scope of Work

Included in the scope of this proposal or contract are the Slide Restorations Services:

| Products & Services | As per Spec |
|--------------------------|-------------|
| Preventative Maintenance | MS |

| ON-SITE SERVICES | Number of man-days | Notes |
|---|--------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Refurbishing of Equipment | 4 | Prevailing Wages , 64 hours maximum |
| | | based on a seven day workweek |

NOTES:

Bonding requirements are EXCLUDED

2. Delivery

Delivery of the equipment; transfer of risk, transfer of ownership and responsibility of WhiteWater and Purchaser strictly follow Incoterms (2010) or as might be specified, amended or clarified below:

DDP - Delivered Duty Paid (Place of Destination) as strictly defined under Incoterms (2010)

- Delivery, transfer of risk and ownership take place when the equipment is placed at the disposal of the Purchaser ready for unloading from the mean of transportation at the named place of destination.
- WhiteWater is responsible for export clearance and insurance against the risk of loss or damage during the carriage which insurance will be to the benefit of WhiteWater and not endorsed to Purchaser.
- Seller is responsible for unloading

Named Port or Place of Destination is: **15600 West Ave, Orland Park, IL 60462**

Detention

Purchaser agrees that it is responsible to pay or reimburse WhiteWater for any detention as a result of Purchaser delaying unloading and return of empty containers.

3. Pricing – USD dollars

Subject to the terms of this Agreement, the Purchaser hereby orders and purchases from the supplier, and the Supplier agrees to sell and provide to the Purchaser, the Equipment and Services for the Purchase Price, exclusive of all taxes.

\$38,115 USD

Sales Tax

The Purchase Price is **exclusive** of any sales tax as Village of Orland Park has claimed Tax Exemption

The price quote is valid for forty-five (45) days.

4. Payment Terms

As a condition of the performance of WhiteWater, Purchaser agrees to pay the Purchase Price as follows:

| | | |
|---|-------|---------------------|
| DEPOSIT PAYMENT | 50% = | \$ 19,057.50 |
| FINAL PAYMENT Upon issuance of Certificate of Commissioning <i>(as per General Terms and Conditions Paragraph 6 Completion)</i> | 50% = | \$ 19,057.50 |
| TOTAL | | \$ 38,115.00 |

Banking information to be presented under separate cover after execution of the contract.
Overdue payments are subject to a 1.5% per month interest charge.

5. Estimated Schedule of Delivery and Completion

Based on a contract fully executed by both parties on **01/31/2024**, the targeted date for commissioning of the equipment is **05/15/2024**.

Purchaser's initial _____

6. Notice

All Communications with SELLER should be addressed to:

Name: Kyle Seeman
Whitewater West Industries Ltd.
180-6651 FRASERWOOD PL
RICHMOND BC V6W 1J3
Tel: +1-763-528-3707
Fax: +1-604-273-4518
Email: kyle.seeman@whitewaterwest.com

All communications with the PURCHASER should be addressed to:

Name: _____

Company: _____

Address: _____

Tel: _____

Fax: _____

Email: _____

7. Execution and Acceptance

This agreement is made on the latest date of signing by both parties. By execution of this document, the SELLER and the PURCHASER have reviewed and agree to all terms and conditions, including the Attachments and Appendices referenced and attached that are made part of this Agreement. The parties acknowledge that these documents unless otherwise expressed herein represents the full extent of the agreement.

SELLER: WHITEWATER WEST INDUSTRIES LTD.

SIGNATURE

NAME

TITLE

DATE

PURCHASER:

SIGNATURE

NAME

TITLE

DATE

Scope of Work & Specifications

EXCLUSIONS to WHITEWATER SCOPE OF WORK:

1. All demolition and repairs to decks, fences, and landscaping, including deck ropes, fences, or barriers of any kind.
2. Modifications of any to the pool.
3. Special inspections, notices, steel fabrication inspections, concrete/steel material testing, soils testing.
4. To perform submissions to building authorities and obtain necessary building permits.
5. To obtain all licenses, permits and bonding, if required and make all submissions as required by local authorities.
6. To provide all 3rd party inspections as required by local authorities.
7. To provide disposal of all waste materials.
8. Any other expenses not specifically defined in WhiteWater's obligations.

| On-Site Services | Seller | Client | Reference |
|--|--------|--------|-----------|
| Preventative Maintenance | ■ | | MS |
| Items that are the responsibility of the Purchaser or their Agents | | ■ | PRC |

MS

SPEC-MS Specification – Maintenance Services

- ~~1. Preventative Maintenance Assessment: our technician will conduct a visual inspection of all fiberglass, steel components and hardware and provide a written report that includes the current condition of the product with recommended repair or replacement options with a detailed cost analysis.~~
2. Repair leaks in the slides: our service technicians will employ specific techniques developed by WhiteWater to repair leaking slide joints. Leaking joints can cause slips and falls on walkways and premature corrosion of steel structures.
3. Repair uncomfortable buckles or joints in the body path: a misaligned joint or compression buckle can be uncomfortable for riders; our technician will inspect the joints and remove misalignments and buckles that cause rider discomfort.
4. Repair minor scratches, chips and blemishes in the gel coat and paint surface: chips and scratches can become unsafe if not repaired; improper repairs can also be a hazard to riders. Our technicians will ensure that all repairs are completed to insure rider safety and the durability of the repair
5. Replace eroded Caulk in the Slide joints: pool chemicals dissolve the caulking between the slide joints', topping up this caulking ensure a smooth ride for your guests and reduces the risk of future leaks.
6. Clean the interior surface of the slides including slide entries and shutdown lanes. Hard water deposits/white scale and lotions make slides dull and appear old and dilapidated, removing hard water deposit and lotion build-up gives the slides that "like new" appearance that customers seek.
7. Wax the interior Slide surfaces. A professional Wax and Polish enhances that "like New" shine and luster, protecting your gel coat from wear and UV deterioration.
- ~~8. Check Slide water flows, run out lane performance and Rider Throughput. Over time as pumps and water supply equipment deteriorate, water flows can change and create inefficient rider~~

throughput. Our experienced technician can work with you to reduce your line up wait times by improving your dispatches per minute.

PRC Purchaser Requirements – Construction (PRC)

The Purchaser agrees to provide at its own cost, the following (but not limited to):

1. Adequate lay-down area for equipment pre-assembly and for storage of the equipment, convenient to the site and close to the final position of the equipment. The lay-down area must be hard surfaced and accessible for trucks, cranes, forklifts and other equipment necessary for the installation of the WhiteWater supplied equipment.
2. All site work including, but not limited to: soil tests, stripping, grubbing, filling, site grading, site drainage, all foundations, footings, concrete columns and piers (and grouting of all column baseplates), complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations as surveyed by a qualified land surveyor.
3. Building and sealing of building wall penetrations or enclosures, if required.
4. All slabs on grade for shutdown lanes and / or pool decks.
5. Detailed design and construction of all pools, including pumps, valves, piping, filters, fittings, VFD's, starters, etc.
6. The necessary block-outs in the pool walls and slabs to accommodate the slide pieces and to complete and finish this area after the slide is installed.
7. All concrete work on tower platforms, stairways and walkways
8. Adequate protection for the WhiteWater supplied equipment against paint over-spray, debris, concrete splatter or misuse by trades during the completion of the project.
9. Cleanup of all concrete spatters and drips that fall on any fiberglass slide parts, support steel or tower steel.
10. Electrical connections, conduit and field wiring to any WhiteWater supplied electrical equipment.
11. Adequate water and electrical supplied within reasonable access to the work area for construction activities.
12. Adequate toilet facilities within reasonable access to the work area.
13. Adequate waste disposal containers.
14. All buildings, mechanical rooms, change rooms etc. as required for the project.
15. Adequate access to the site for trucks, cranes, fork lifts, and other equipment necessary for the installation of the WhiteWater supplied equipment.
16. Assume the risk of loss or theft of the construction materials, tools and equipment on site and is responsible to provide adequate security and fencing.
17. Any other expenses not specifically defined in WhiteWater's obligations.

General Terms and Conditions

1. Indemnification

- a. Upon written request of Purchaser, WhiteWater shall, to the fullest extent permitted by law, indemnify, defend and hold Purchaser (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants with the exclusion of any service providers like architects or project engineers) harmless from any claims, demands, causes of action or costs, including attorney fees, which:
- *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any of its employee, subcontractor or agent of WhiteWater, in connection with the assembly, construction, installation supervision or erection of WhiteWater's equipment OR*
 - *arise out of or are otherwise related to personal injury or death caused by a defect in the design of, manufacture of, or warnings/instructions accompanying WhiteWater's equipment.*
- However, if any information reasonably supports the possibility of Purchaser error in installing, operating, maintaining or servicing the WhiteWater's equipment or if the WhiteWater's equipment involved in such claim or lawsuit has been altered by or on behalf of Purchaser, without the express written consent of WhiteWater, then this Defense and Indemnity Contract shall have no force or effect.
- b. If such is the case, upon written request of WhiteWater, Purchaser shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any employee, subcontractor, general contractor or agent of Purchaser, in connection with the planning, approval, site preparation, assembly, construction, installation or erection of WhiteWater's equipment.*
- c. If Purchaser, (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) also operates the equipment, upon written request of WhiteWater, Purchaser/Operator shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence, culpable conduct, error, or omission of Purchaser, or any third party in contract with or under the direction or control of Purchaser:*
- in connection with the maintenance, repair, service, use or operation of the WhiteWater's equipment;*
 - in connection with the supervision of users of the WhiteWater's equipment;*
 - any modification of the WhiteWater's equipment made by or on behalf of Purchaser, except those made in accordance with the express written consent of WhiteWater;*
 - any alleged negligence or other culpable conduct of users of the WhiteWater's equipment;*

The Parties expressly recognize and agree that the Party operating the equipment is uniquely situated and is in the best position to insure and otherwise provide for the safety of the users of the WhiteWater equipment, and to ensure that the WhiteWater equipment is properly maintained and properly used by patrons. Therefore, the Parties agree that indemnity obligations provided by the entity operating the equipment) takes precedence over WhiteWater's indemnity obligations to Purchaser or Operator.

- d. **Notices** - Indemnitee shall notify Indemnitor of any claim or lawsuit which Indemnitee will assert. Indemnitor might be obligated to defend under this Section within fifteen (15) days of Indemnitee's receipt of notice of said claim or lawsuit. In addition to the forgoing, Indemnitee will use reasonable efforts to notify Indemnitor within fifteen (15) days of obtaining facts which suggest that Indemnitor may be obligated to defend and indemnify the Indemnitee in accordance with this provision. Failure to provide such notice in the preceding sentence shall not void the indemnity provision.

unless Indemnitor can prove that Indemnitee's failure to so notify Indemnitor materially impaired Indemnitor's ability to defend any claim arising from such facts.

- e. **Obligation to Report Incidents** - WhiteWater and Purchaser/Operator agree and recognize that timely investigation and analysis of any mishap, accident, injury, death, claim or demand is vital to the maintenance, improvement, and safe use of the WhiteWater's equipment. Purchaser/Operator shall report any mishap, accident or incident involving any bodily injury, damage or death, or injury to or destruction of tangible property, to WhiteWater within five (5) days of the reported incident, regardless of whether any claim or demand for damages is made.

2. Insurance

a. On-site repair period: Insurance

- i. Without in any respect limiting WhiteWater's obligations under the Defense, Indemnity and Hold Harmless provisions, WhiteWater, at its sole cost and expense, must provide Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, Products Liability and non-owned Auto, with policy limits of liability up to \$10,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom. Project specific limits are not provided.
- 1.1.1 Such insurance shall name as Additional Insureds the parties indemnified in the Defense, Indemnity and Hold Harmless provisions and under the limited time frame of the On-site repair Period. Such insurance shall provide that it is primary insurance coverage over insurance where Purchaser is a named insured, and shall not be reduced by, nor contribute nor prorate with any other insurance available to Purchaser where Purchaser is a named insured; and shall contain a Waiver of Subrogation Clause. Additional Insureds are all entities where required by written contract with the insured and to whom a certificate of insurance has been issued and for the term specified by written contract.
- 1.1.2 Such policy shall provide thirty (30) days prior written notice to the additional insureds before termination of such policy before the end of the Installation Project Period. The additional insured status terminates at the end of the On-site repair Period regardless of whether notice is provided, or not. Such insurance shall be evidenced by certificates of insurance and a copy of relevant endorsement as might apply shall be submitted with the Certificate.
- ii. WhiteWater, at its sole cost and expense, must provide Employer's Liability and Worker's Compensation coverage of \$1,000,000 (USA coverage will be based on statutory limits for all states excluding monopolistic states) and shall ensure that any contractor or subcontractor hired by WhiteWater to provide services under WhiteWater's obligations per this Contract maintains the same.

b. Post Installation Period: Insurance

- i. Without in any respect limiting the parties' obligations under the Defense, Indemnity and Hold Harmless provisions above, the parties agree, at their sole cost and expense, to maintain Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, and Products Liability, with policy limits of liability of no less than \$5,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom.

1.1.3

3. Transfer of Risk and Title

Transfer of Risk takes place upon delivery based on Incoterms (2020) as selected under Specific Terms and Conditions - Delivery, Transfer of Risk and Ownership of the Equipment. Transfer of Title mirrors the transfer of risk.

4. Delays or Suspension by Purchaser

- a. While WhiteWater is on site, if the project is delayed as a result of the actions of Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their partners, directors, officers then the project schedule shall be adjusted accordingly, and WhiteWater shall be entitled to an equitable adjustment of the Purchase Price. The project schedule and the Purchase Price shall be adjusted for the increase in the cost and time caused by the delay, interruption or suspension including overhead

and profit. Costs to be reimbursed shall include costs related to demobilization and mobilization of equipment, crew and/or supervisory personnel but not exclusively such. No adjustment shall be made when performance would have been suspended, delayed or interrupted by another cause for which WhiteWater is responsible

- b. Separate and apart from the costs set forth above, should WhiteWater be required to store work in progress and/or finished goods for a period of more than fourteen (14) days, WhiteWater shall be entitled reimbursement for the actual cost of such storage plus a ten percent (10%) administration fee.
- c. It is understood by both parties that delay by Purchaser in making payments when due will result in delay in completion of subsequent milestones by WhiteWater and can increase duration of the work.

5. Delays by WhiteWater

- a. If the project is delayed as a result of WhiteWater not meeting schedule milestones, then the project schedule will be adjusted accordingly.
- b. When WhiteWater is the sole cause of the delay to the Commissioning and Substantial Completion and delay is not caused by an event of Force Majeure or by the Purchaser's failure to make payments in accordance with the Contract or to provide required information to WhiteWater when contemplated in the Contract, Purchaser shall be entitled to liquidated damages in the sum at the daily rate of \$1,000.00, beginning fourteen (14) days from written notice given by Purchaser, up to a maximum liquidated damage aggregate of Five Percent (5%) of the contract price of the equipment delayed.

6. Impossibility/Impracticability.

When a party is excused of his or her responsibilities because performance has been made excessively burdensome— impracticable—by a supervening event that was not caused by the party seeking to be excused and that is inconsistent with the basic assumption of the parties at the time the contract was made, all deadlines and dates shall be adjusted and extended, and WhiteWater shall not be liable whatsoever for any delays in delivery or any failure to deliver the goods. WhiteWater shall have such additional time to ship and/or deliver the goods as may be reasonable or appropriate under all circumstances.

7. Waiver of Consequential Damages

In no event shall one party be liable to the other or any other entity for loss of use, loss of profits of for any consequential, incidental, indirect, extra-contractual or special damages of any type which might be suffered by the other party, regardless whether the party has been advised of their applicability.

8. Termination

- a. Termination for Cause. If WhiteWater materially defaults in carrying out its duties under this Contract, the Purchaser will give WhiteWater notice of the default in which case WhiteWater will have ten (10) days to remedy the default or propose a satisfactory remedy to cure the default and Purchaser shall not unreasonably refuse such remedy. If WhiteWater is unable to make such remedy, the Purchaser may elect to terminate the Contract.
- b. Termination for Convenience. The Purchaser can terminate this Contract, without cause. If the Contract is terminated before performance is completed, WhiteWater will be paid only for the prorate of the Contract Price corresponding to work satisfactorily performed and work in progress, cost incurred or that cannot be avoided including orders that cannot be cancelled or returned at the time of the termination and for which costs can be substantiated. In addition, a cancellation fee equivalent to 20% of the value of the amount above is also payable but in no circumstances will the aggregate amount paid exceed the total Purchase Price. All work in progress will become the property of the Customer and will be turned over promptly by WhiteWater and put at the disposal of Purchaser at its current location.
- c. Termination for Payment Default. If the Purchaser should fail or wrongfully refuse to approve or refuse to make payment in accordance with this Contract, then WhiteWater may elect to terminate the contract, by notice in writing. WhiteWater shall be entitled to collect from Purchaser, payment for all completed contracted work and to recover all direct costs prorated from contract amounts, incurred up to the time of termination. If Purchaser cures its nonpayment within fifteen (15) days, then WhiteWater's notice of termination will be rendered ineffective

9. Completion

- a. Following installation and testing of the equipment, WhiteWater will provide Purchaser with a Certificate of Commissioning and Substantial Completion, along with a deficiency list of unfinished items, if any, to illustrate the Substantial Completion of the Work. Substantial Completion is defined as the date in which the Work is ready to be used, or is being used, for the purposes for which it was intended.
- b. Both parties in writing shall agree upon the value of each item on the deficiency list. In the case WhiteWater is responsible for Installation of the Equipment or there is any material has not yet been delivered, the allowable dollar amount to be retained by the Purchaser after the date of Commissioning is the total agreed upon value of the deficiencies or parts multiplied by two.
- c. Total Completion is achieved when WhiteWater completes the items on the deficiency list which are part of WhiteWater's scope of work. At such time WhiteWater shall issue a Certificate of Total Completion to be executed by Purchaser as proof of their acceptance and full completion of the Work.

10. Correction Period and Express Limited Warranties

- a. Correction Period. For a period of twelve (12) months from the date of completion of the work, WhiteWater shall repair or replace at its sole option, parts, or portion of the equipment subject to any defect in material or workmanship; provided the Equipment has been paid in full.

11. Change Orders

- a. Without affecting the validity of any of the terms of this Contract, the parties reserve the right to make reasonable changes to the scope of work, provided that and only when such changes are affected through a written change order executed by both parties. Once a party formally send a request for a change order, the other party will endeavor to review and confirm feasibility, schedule adjustment and impact on price of the proposed change within five (5) business days of the receipt of all the required information. If the reviewing party fails to respond, the change order will be considered to be accepted and the requesting party will be entitled to send notice of such on the sixth day.
- b. During the initiation stage of the project, WhiteWater and Purchaser will work closely to finalize the details of the design documented in this Contract by incorporating minor changes, if any, necessary to proceed to the detailed engineering as per estimated schedule.
- c. Once the detailed engineering has begun any proposed change will require an adjustment of schedule and price as per Paragraph 8.a above.

12. Third Party Review Requirements

The Purchaser agrees that unless expressly documented in this contract, there is no requirement for a 3rd party review of design, manufacturing, installation or operation of the WhiteWater supplied equipment. If a 3rd party review including reviews by local, state or federal authorities is required, and not documented in this Contract, WhiteWater will have the opportunity to review the requirements and provide a change order to document the change to the sell price and project schedule as a result of this inclusion.

13. Design Code and Special Design Considerations

The purchaser agrees that the standards referenced in the annexes of this Contract are the only ones applicable to the design of this project. Any other standards, specifications, or similar requirements not identified in the contract will be subject to WhiteWater review and approval and may result in a change order if approved.

14. Standard of Care

WhiteWater shall perform its services in accordance with the standards noted above consistent with the professional skill and care ordinarily provided by designers and engineers practicing in the same or similar jurisdiction under the same or similar circumstances. WhiteWater shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progresses of the work.

15. Safety

WhiteWater's employees, agents, representatives, independent contractors or individuals acting under WhiteWater's direction will at all time abide and follow the Safety Procedures in place on the project site in addition to WhiteWater's Safety Procedures.

16. Assignment

- a. WhiteWater may not assign a portion of this contract to other parties without the written consent of the Purchaser. WhiteWater may use subcontractors in the fulfillment of the contract.
- b. The Purchaser may not assign the contract without the written consent of WhiteWater.

17. Independent Contractor

WhiteWater shall at all times be an independent contractor in performing its obligations pursuant to this Contract. Nothing contained in this Contract shall in any way be construed to create an employer/employee relationship, agency relationship, partnership or joint venture between the parties.

18. Taxes

Unless otherwise contemplated in the Specific Terms and Conditions, all payments to be made under this Contract shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority from the country of destination save as required by law. If the Purchaser is compelled to make any such deduction, it will make additional payments to ensure that the WhiteWater receives the full amount before such deductions.

19. Jurisdiction

This Contract shall be construed in accordance with, and will be subject to, the laws of the jurisdiction in which the project is located unless stated otherwise.

20. Language

All official WhiteWater's communications, contractual documents and project documentation will be issued in English which will be considered the language of the contract. Any translation/interpretation of project documentation will be the sole responsibility of the Purchaser, unless otherwise stated in this Contract.

21. Electronic Delivery

This Contract may be executed and delivered in one or more counterparts and by facsimile, electronic means or otherwise, each of which when executed and delivered will be deemed an original, and all of which will constitute one and the same document. Facsimile signatures shall be deemed to be original signatures.

22. Project Images

Purchaser shall grant WhiteWater the right to use video, picture or other representation of the equipment and its surrounding in the possession of Purchaser and Purchaser agrees to provide such from time to time upon reasonable request by WhiteWater. WhiteWater may also acknowledge Purchaser in any promotional material utilizing video, picture or print material that depicts the Attraction, including limited use of Purchaser's trademarks, trade name and trade dress or Purchaser's guests' likeness.

END OF SECTION

Appendix 1 Drawings

Appendix 2 Insurance

Commercial General Liability policy written on ISO Commercial General Liability Form CG 0001 0413 issued by Liberty Mutual Insurance Company (A rating A.M. Best Co and Standard & Poor's)

Policy aggregate limits.

- General Aggregate\$2,000,000
- Products and Completed Operations Aggregate\$2,000,000
- Personal and Advertising Injury\$2,000,000
- Damage to Rented Premises\$2,000,000
- Each Occurrence\$2,000,000
- Medical Expense Limit – Each Person..... \$10,000
- Medical Expense Limit – Each Accident..... \$25,000
- Non-Owned Automobile Liability\$2,000,000

- This policy provides coverage for loss or damage arising out of the use or operation of any automobile that is not owned or that is hired, resulting from bodily injury or property damage
- Professional services that are an integral part of other work performed by or on behalf of the Insured or are incidental to the manufacture, installation, sale, handling or distribution of the Insured's products.
- All entities where required by written contract with the Named Insured and to whom a certificate of insurance has been issued to are added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured. Architect or Project Engineers are not indemnified parties and are not added as Additional Insured.
- Commercial general Liability is Primary and Non-Contributory and includes Contractual Liability and a Waiver of Subrogation where required by written contract.

Workers' compensation and Employers' Liability policy issued by Liberty Mutual Insurance Group

- Workers' Compensation Statutory limit
- Employers' Liability – Bodily Injury by Accident, Each Accident\$1,000,000
- Employers' Liability – Bodily Injury by Disease, Each Employee\$1,000,000
- Employers' Liability – Bodily Injury by Disease, Policy Limit\$1,000,000
- US Longshoreman and Harbor Workers' Compensation Act.....\$1,000,000
- Stop gap employers' liability in monopolistic states (ND, OH, WA and WY)
- Waiver of Subrogation where required by written contract with the Insured

Umbrella Additional aggregate limits to Commercial General Liability and Employer's Liability policies

- Aggregate\$8,000,000
- Each Occurrence\$8,000,000

Should one of the above-noted policies be cancelled before their expiry date, the insurer will endeavor to provide 30 days written notice to the certificate holder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|------------------------------------|
| PRODUCER BFL CANADA Risk and Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3 | CONTACT NAME: George Lagadilis PHONE (A/C No. Ext): 604-678-5447 E-MAIL ADDRESS: glagadilis@bflcanada.ca | FAX (A/C No.): 604-683-9316 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Whitewater West Industries Ltd. a/o Whitewater West Industries Inc. a/o FlowRider Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3 | INSURER A: Liberty Mutual Insurance Company | |
| | INSURER B: Arch Insurance Canada Ltd. | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR. LTR | TYPE OF INSURANCE | ADJ. INSD | SUBR. WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-----------|---|-----------|-----------|------------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC OTHER: | | | TB1-B71-170574-012 / 1000122386-16 | 11/30/2022 | 11/30/2023 | EACH OCCURRENCE \$2,000,000 USD DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Anyone person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 USD PRODUCTS - COMP/OP AGG \$2,000,000 USD Non-Owned Automobile Liability \$2,000,000 USD |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ | | | 1000047349-16 | 11/30/2022 | 11/30/2023 | EACH OCCURRENCE \$5,000,000 USD AGGREGATE \$5,000,000 USD |
| | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EAEMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Excess Liability (Per Occurrence) | | | UFP 0060828-05 | 11/30/2022 | 11/30/2023 | \$5,000,000 USD Each Occurrence and in the Aggregate in Excess of the underlying Umbrella Liability Limits |

DESCRIPTION OF OPERATIONS/ LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|---|
| CERTIFICATE HOLDER To Whom It May Concern | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. BFL CANADA Insurance Services Inc. Per: <i>G. Lagadilis</i> |
|---|---|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations,

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| All entities where required by contract with the Insured and to whom a certificate of insurance has been issued. | As required by written contract or written agreement |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|--|
| All entities where required by contract with the Insured and to whom a certificate of insurance has been issued. | As required by written contract or written agreement |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard",

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less,

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the Definitions section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.



Endorsement No. 36

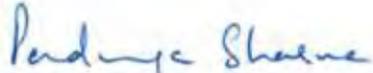
WAIVER OF TRANSFER OF THE RIGHTS OF RECOVERY

| | |
|-----------------|--|
| Effective Date: | 11/30/2020 |
| Policy Number: | 1000122366-14 |
| Issued to: | Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd. |
| Issued by: | Liberty Mutual Insurance Company |
| Broker: | BFL Canada Insurance Services Inc. – Vancouver |

1. Notwithstanding Condition 15. Subrogation of SECTION VIII – CONDITIONS, the Insurer waives any right of recovery that it may have against any indemnitee of the “Insured” under the terms of an “insured contract” for payments the Insurer makes for injury or damage arising out of the “Insured’s” operations or the “Insured’s work”.
2. This Endorsement only applies to a person or organization with whom/which the “Insured” has executed an “insured contract” prior to the happening of an “occurrence”.

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



Commercial General Liability Policy

Liberty Mutual Insurance Company

Endorsement No. 23

NON-OWNED AUTOMOBILE

| | |
|-----------------|--|
| Effective Date: | 11/30/2020 |
| Policy Number: | 1000122366-14 |
| Issued to: | Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd. |
| Issued by: | Liberty Mutual Insurance Company |
| Broker: | BFL Canada Insurance Services Inc. – Vancouver |

This policy provides coverage for loss or damage arising out of the use or operation of any “automobile” not owned in whole or in part by or licensed in the name of the “Insured”, and resulting from “bodily injury” or “property damage” provided always that the Insurer will not be liable:

- (a) for any liability which arises out of the use or operation of any “automobile” while personally driven by the “Insured” if the “Insured” is an individual, or
- (b) *for liability imposed upon or assumed by the “Insured” under any Worker’s Compensation Statute or for assessment by any Worker’s Compensation Board, except, claims arising out of the liability imposed upon the “Insured” at common law as extended by statute for injuries to employees of the “Insured”. This exclusion shall not apply to claims arising out of any liability assumed by the “Insured” under contract;
 *not applicable in the province of Ontario.
- (c) for loss or damage to property carried in or upon an “automobile” personally driven by any “Insured” or to any property owned or rented by, or in the care, custody or control of any such person; or
- (d) for any amount in excess of the Limit of Liability stated in the Declarations and expenditures provided for in the Additional Agreements of this endorsement; subject always to the provisions of the section of the Insurance Act (Automobile Insurance part) relating to the Nuclear Energy Hazard.

ADDITIONAL AGREEMENTS OF THE INSURER

It is agreed that the Insurer will:

- (i) be liable up to minimum limit(s) prescribed for that jurisdiction in which the accident occurred if that limit(s) is higher than the limit stated in the Declarations; and
- (ii) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in any jurisdiction in which the accident occurred.

REIMBURSEMENT OF THE INSURER

The “Insured” will reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provision of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.



GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSURED

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the "Insured", every partner, director, officer or employee who, with the consent of the "Insured", personally drives

- (a) in the business of the "Insured" any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", such additional person or any person in the household(s) of which the Insured or such additional insured person is a member; or
(b) any "automobile" hired or leased in the name of the "Insured" or such additional insured for use in the business of the "Insured" and for incidental personal use except an "automobile" owned, in whole or, in part by or licensed in the name of such additional insured person.

2. HIRED AUTOMOBILES

The term "hired automobiles" as used in this endorsement, means "automobiles" hired or leased from others with or without drivers for periods not exceeding 30 days, used under the control of the "Insured" in the business of the "Insured" and for incidental personal use but shall not include any "automobile" owned in whole or in part by or licensed in the name of the "Insured" or any partner, director, officer, employee or shareholder of the "Insured".

3. TWO OR MORE AUTOMOBILES

When two or more "automobiles" are insured hereunder, coverage under this policy will apply separately to each "automobile", but a motor vehicle and trailer or trailers attached thereto will be deemed to be one "automobile" as respects the Limits of Liability.

STATUTORY CONDITIONS

The Statutory Conditions of the Non Owned Automobile Policy as set out in the Insurance Act of the Province in which this Policy is issued will be deemed to form part of this Policy except the Termination Condition of this Policy will apply in place of the termination conditions therein.

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

[Handwritten signature: Padma Sharma]

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12

2 2

Commercial General Liability Policy
Liberty Mutual Insurance Company

Endorsement No. 25

POLLUTION EXCLUSION

LIMITED SUDDEN AND ACCIDENTAL COVERAGE WITH TIME ELEMENT

| | |
|-----------------|--|
| Effective Date: | 11/30/2020 |
| Policy Number: | 1000122366-14 |
| Issued to: | Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd. |
| Issued by: | Liberty Mutual Insurance Company |
| Broker: | BFL Canada Insurance Services Inc. – Vancouver |

1. Exclusion 16. **Pollution Liability** of **SECTION VI – EXCLUSIONS** is deleted in its entirety.
2. This insurance does not apply to:
 - (a) any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of “pollutants”:
 - (i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any “Insured”;
 - (ii) at or from any premises, site or location which is or was at any time used by or for any “Insured” or others for the handling, storage, disposal, processing or treatment of “waste”;
 - (iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as “waste” by or for any “Insured” or any person or organization for whom any “Insured” may be legally responsible; or
 - (iv) at or from any premises, site or location on which any “Insured”, contractors or subcontractors working directly or indirectly on any “Insured’s” behalf are performing operations:
 - a. if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such “Insured”, contractor or subcontractor; or
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”; and
 - (b) any loss, cost or expense arising out of any request, demand or order that any “Insured” or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”, unless such loss, cost or expense is consequent upon “bodily injury” or “property damage” otherwise covered by this Policy and not excluded by paragraph 2.(a) of this Endorsement.
3. Sub-paragraphs 2.(a)(i) and 2.(a)(iv)a. above do not apply to “bodily injury” or “property damage” caused by:



- (a) heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be; or
- (b) an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", provided that such discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (i) results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water;
 - (ii) is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape;
 - (iii) is reported to the Insurer within 120 hours of being detected; and
 - (iv) does not occur in a quantity or with a quality that is routine or usual to the business of the "Insured".

4. As used in this Endorsement:

- (a) "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and "waste"; and
- (b) "waste" includes materials to be recycled, reconditioned or reclaimed.

- 5. (a) The Limit of Liability stated in Item 4(a) of the Declarations is the most the Insurer will pay for damages covered by this Endorsement arising out of any one "occurrence";
- (b) The Policy Period Aggregate Limit stated below is the most the Insurer will pay for damages covered by this Endorsement during the "policy period"; and
- (c) The Deductible stated below applies to all damages and "loss adjustment expense" covered by this Endorsement arising out of any one "occurrence".

Policy Period Aggregate Limit: \$2,000,000
 Deductible: \$5,000

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Padmya Sharma

Authorized Representative of
 Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12

2 2

Commercial General Liability Policy
 Liberty Mutual Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in NJ.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AR, AZ, CO, IN, NY and RI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of CT and FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of MN and NV, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of WI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$50 per policy.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-B71-170574-029 Effective Date Premium \$

Issued to Whitewater West Industries Inc.

WC 00 03 13
Ed. 04/01/1984

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Page 1 of 1



SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT

- **Coverage: Commercial General Liability**

Insurer: Liberty Mutual Insurance Company
Policy Number: 1000122366-14
Policy Period: 11/30/2020 to 11/30/2021

Limits:
 Each Occurrence: USD \$2,000,000
 General Aggregate - Other than Products/Completed Ops: USD \$5,000,000
 Products/Completed Operations Aggregate: USD \$2,000,000
 Personal Injury & Advertising Injury: USD \$2,000,000
 Employee Benefits: USD \$2,000,000
 Tenants Legal Liability: USD \$2,000,000
 Non-Owned Automobile Liability: USD \$2,000,000

- **Coverage: Automobile Liability**

Insurer: Insurance Corporation of British Columbia
Policy Number: AD9861
Policy Period: 5/16/2020 to 5/16/2021

Limits:
 Third Party Liability: CAD \$3,000,000

- **Coverage: Automobile Liability**

Insurer: Insurance Corporation of British Columbia
Policy Number: 02789V
Policy Period: 11/8/2020 to 11/8/2021

Limits:
 Third Party Liability: CAD \$2,000,000

- **Coverage: Automobile Liability**

Insurer: Insurance Corporation of British Columbia
Policy Number: 06816X
Policy Period: 11/15/2020 to 11/15/2021

Limits:
 Third Party Liability: CAD \$5,000,000

- **Coverage: Automobile Liability**

Insurer: Insurance Corporation of British Columbia

Policy Number: 19006X
Policy Period: 11/20/2020 to 11/20/2021

Limits:
Third Party Liability: CAD \$5,000,000

- **Coverage: Foreign Employer's Liability (United States of America)**

Insurer: Employers Insurance Company of Wausau
Policy Number: WCC-B71-170574-020
Policy Period: 7/31/2020 to 7/31/2021

Limits:
Each Accident: USD \$1,000,000
Aggregate - Disease: USD \$1,000,000
Each Employee - Disease: USD \$1,000,000

Description: US-EL
Liberty Mutual Insurance.

- **Coverage: Foreign Employer's Liability**

Insurer: Chubb Insurance Company of Canada
Policy Number: ADV6453023
Policy Period: 11/30/2020 to 11/30/2021

Limits:

Bodily Injury by Accident:

CAD \$1,000,000 Each Accident

Bodily Injury by Disease:

CAD \$1,000,000 Each Employee

Bodily Injury by Disease:

CAD \$1,000,000 Policy Limit



CA ALL 688 04 13

Liberty Mutual Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|-----------------------------|
| PRODUCER BFL CANADA Risk and Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3 | CONTACT NAME: George Lagadilis | |
| | PHONE (A/C, No, Ext): 604-678-5447 | FAX (A/C, No): 604-683-9316 |
| | E-MAIL ADDRESS: glagadilis@bflcanada.ca | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED Whitewater West Industries Ltd. a/o Whitewater West Industries Inc. a/o FlowRider Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3 | INSURER A: Liberty Mutual Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|---------------------------------|---------------|-------------------------|-------------------------|--|-----------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Per occurrence) | \$ |
| | | | | | | | MED EXP (Anyone person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE | \$ |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Per accident) | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N <input type="checkbox"/> | N/A | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA/EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Professional Liability (Claims Made) | | | PLVAAAW95R010 | 11/30/2022 | 11/30/2023 | Each Covered Incident | \$2,000,000 USD |
| | | | | | | | Aggregate Limit | \$2,000,000 USD |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|--|
| CERTIFICATE HOLDER To Whom It May Concern | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. BFL CANADA Insurance Services Inc. Per: <i>G. Lagadilis</i> |
|--|--|

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Appendix 3 Wire Transfer Information

Telegraphic Transfer payments are to be made by direct deposit to:

CAD FUNDS

A/C NUMBER: 734239-001
A/C NAME: Whitewater West Industries Ltd.
BANK NAME: HSBC Bank Canada
885 W. Georgia
Vancouver, B.C.
Transit: 10020
Institution: 016
SWIFT CODE: HKBCCATT

USD FUNDS

A/C NUMBER: 734239-070
A/C NAME: Whitewater West Industries Ltd.
BANK INFORMATION:
Correspondent Bank: HSBC Bank USA
SWIFT Code MRMDUS33
Routing: 021 001 088
A/C 000050881
Beneficiary Bank: HSBC Bank Canada
885 W. Georgia
Vancouver, B.C.
Transit: 10020
Institution: 016
SWIFT CODE: HKBCCATT



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