

Destination British Columbia

Contract # C13KRT044

KOOTENAY ROCKIES TOURISM SHARED COST ARRANGEMENT

THIS AGREEMENT dated for reference the 30 day of MARCH, 2015

BETWEEN:

DESTINATION BC CORP. doing business as DESTINATION BRITISH COLUMBIA
("Destination BC", "DBC", "we", "us" or "our", as applicable) with the following specified address:

12th Floor – 510 Burrard Street
Vancouver, BC V6C 3A8

AND:

KOOTENAY ROCKIES TOURISM, a society incorporated under the laws of the Province of British Columbia
under Certificate of Incorporation No. 14409 with the following specified address:

1905 Warren Ave.
Kimberley, BC V1A 1S2

Whereas Destination BC provides funding to the Region to perform Services as set out in this Agreement;

And whereas the Region has represented that the Region has the skill and expertise necessary to perform the Services set out in this Agreement;

The parties agree as follows:

SECTION 1 - DEFINITIONS

Where used in this Agreement:

- (a) "Agreement" means the written agreement executed by Destination BC and the Region and is the aggregate of:
- i) this Shared Cost Arrangement including all schedules and appendices to this Shared Cost Arrangement; and
 - ii) any and all addenda agreed to by the parties issued after the execution of, and pursuant to, this Shared Cost Arrangement;

- (b) "Contract Price" means the total amount referred to in Part 3, paragraph 9 of Schedule "B" attached to this Agreement;
- (c) "Fiscal Year" means the period commencing on April 1st in one calendar year and ending on March 31st in the next calendar year;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of Destination BC to, the Region as a direct result of this Agreement, but does not include property owned by the Region;
- (e) "Operating Transfer" has the meaning set out in Schedule "A" attached to this Agreement;
- (f) "Services" means the services described in Schedule "A";
- (g) "Term" means the term of the Agreement as stipulated in Schedule "A".

SECTION 2 - APPOINTMENT

2.01 Destination BC retains the Region to provide the Services during the Term.

SECTION 3 - PAYMENT OF THE CONTRACT PRICE

- 3.01 Subject to the provisions of this Agreement, Destination BC will provide to the Region, the Financial Assistance, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 In order to obtain payment of any the financial assistance under this Agreement, you must submit to us a written statement of account (invoice) in a form satisfactory to us upon completion of the Services or at other times described in Schedule "A".
- 3.03 We may hold back payments payable to you under Schedule "B" until such time as you have completed in full and to Destination BC's satisfaction, the obligations set out in Schedule "A" that relate to those payments. Any amount so held back will be paid to you by not later than thirty (30) days following completion of those obligations.
- 3.04 Notwithstanding any other provision of this Agreement the payment of the Contract Price by Destination BC to the Region pursuant to this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable Destination BC, in any fiscal year when any payment of money by Destination BC to the Region falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant

to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

3.05 The Region must:

- (a) apply for, and use reasonable efforts to obtain, any refund or remission of provincial or federal tax or duty available with respect to any items that Destination BC has paid for or agreed to pay for under this Agreement, and
- (b) on receipt of the refund or remission, comply with the requirements concerning the use, application or remittance of the refund or remission as set out in Schedule "B".

SECTION 4 – REPRESENTATIONS, WARRANTIES AND COVENANTS

4.01. The Region represents and warrants to Destination BC with the intent that Destination BC will rely thereon in entering into this Agreement that:

- (a) all information, financial statements, documents, invoices and reports furnished or submitted by it to Destination BC in connection with this Agreement are true and correct;
- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
- (c) it is not in breach of, or in default under, and will continue to comply with any law, statute or regulation of Canada or the Province of British Columbia applicable to or binding on it or its operations;
- (d) if the Region is a corporation or society or partnership, it is registered and in good standing with BC Corporate Registry;
- (e) it has the legal capacity to enter into this Agreement, to carry out the Services contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Region
- (f) it has, and will maintain throughout the Term, sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable it to perform the Services;
- (g) it holds all permits, licenses, approvals and statutory authorities issued by any government, or government agency that are necessary for the performance of the Region's obligations under this Agreement;

- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Region to Destination BC under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Region under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Region are material and will have been relied upon by Destination BC and will continue in full force and effect during the Term of this Agreement.

SECTION 5 - RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Region is recognized as, and will remain an independent organization responsible for its own Board of Directors and will act as a provincial representative of "Destination BC" programs and not as an employee of Destination BC
- 5.03 The Region will not in any manner whatsoever commit or purport to commit Destination BC to the payment of money to any person, firm or corporation.
- 5.04 Destination BC may, from time to time, give instructions to the Region in relation to the Services, and the Region will comply with those instructions but, unless otherwise specified in this Agreement, the Region may determine the manner in which those instructions are carried out.

SECTION 6 - REGION'S OBLIGATIONS

- 6.01 The Region will:
- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A"; regardless of the date of execution or delivery of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff to perform the Services;
 - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services; and

- (f) co-operate with Destination BC in making such public announcements regarding the Services and the details of this Agreement as Destination BC requests
 - (g) ensure that the CEO effectively communicates the relevant terms and conditions of this Agreement to their staff responsible for the applicable delivery of Services; and
- 6.02 You must perform the Services to the highest standard of care, skill, and diligence that is expected of a regional representative for Destination British Columbia.
- 6.03 You shall conduct yourself in a manner that does not, in our sole opinion, bring Destination BC or the Province of British Columbia into any disrepute, in the sole opinion of us, and you must abide by the business standards of Destination British Columbia.

SECTION 7 - RECORDS

- 7.01 The Region will:
- (a) establish and maintain accounting and administrative records in form and content satisfactory to Destination BC;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred and in a form and content satisfactory to Destination BC; and
 - (c) permit Destination BC, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Region to deliver the Services or keep any documents or records pertaining to the Services, in order for Destination BC to inspect, audit, examine, review and copy any Material.
- 7.02 The Parties agree that Destination BC does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act* ("FIPPA"), of the records held by the Region.

SECTION 8 - STATEMENTS AND ACCOUNTING

- 8.01 Upon the close of the fiscal year, the Region will provide financial statement(s) for the Region's last fiscal year, prepared by a recognized accounting firm, covering the Term of this Agreement, and the completed reports as outlined in Schedule "A" in form and content satisfactory to Destination BC.
- 8.02 At the sole option of Destination BC, any portion of the Financial Assistance provided to the Region under this Agreement and not expended at the end of the Term shall be:
- (a) returned by the Region to Destination BC;
 - (b) retained by the Region as supplemental funding with pre-approval by Destination BC; or
 - (c) deducted by Destination BC from any future funding requests submitted by the Region and approved by Destination BC.

SECTION 9 - CONFLICT OF INTEREST

- 9.01 Prior to entering into this Agreement and throughout the Term, the Region will disclose to Destination BC any contract, arrangement, consultant, major shareholder, employee or any other circumstance whether temporary or on-going in nature that could be viewed or perceived as a conflict of interest with Destination BC. The Region will not perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of Destination BC, give rise to a conflict of interest between the obligations of the Region to Destination BC under this Agreement and the obligations of the Region to such other person, or entity.

SECTION 10 - CONFIDENTIALITY

- 10.01 The Region will treat as confidential all information or Material supplied to or obtained by the Region, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of Destination BC, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Region to fulfill its obligations under this Agreement.
- 10.02 All records submitted by the Region to Destination BC, including reports, are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FIPPA"). All records created pursuant to the Agreement that are in the custody or control of Destination BC are subject to FIPPA.
- 10.03 The Region will treat personal information, which is recorded information about an identifiable individual, that it may collect or create in providing the Services as confidential and not use or disclose it to any person except in accordance with applicable laws.

SECTION 11 - DEFAULT

- 11.01 Any of the following events will constitute an Event of Default by the Region, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative or government, namely:
- (a) the Region fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Region in accepting this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Region pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Region ceases, in the opinion of Destination BC, to operate;

- (e) a change occurs with respect to any one or more of the properties, assets, condition (financial or otherwise), business or operations of the Region which, in the opinion of Destination BC, materially adversely affects the ability of the Region to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Region;
- (g) the Region becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Region;
- (i) a receiver or receiver-manager of any property of the Region is appointed; or
- (j) the Region permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.
- (k) a compromise or arrangement is proposed in respect of the Region under the *Companies' Creditors Arrangement Act* (Canada);

SECTION 12 - TERMINATION

12.01 This Agreement will terminate on the date the Term ends as set out in Schedule "A".

12.02 Upon the occurrence of any Event of Default and at any time thereafter Destination BC may, notwithstanding any other provision of this Agreement, at its sole option elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge Destination BC of all liability to the Region under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by Destination BC;
- (c) suspend any installment of the Contract Price or any amount that is due to the Region while the Event of Default continues;
- (d) waive in writing the Event of Default;
- (e) pursue any remedy or take any action available to it at law or in equity.

12.03 Destination BC may also, at its sole option, terminate this Agreement without cause upon 90 days written notice to the Region. The payment of the amount required under paragraph 12.04 of this Agreement will discharge Destination BC of all liability to the Region under this Agreement.

- 12.04 Effect of Termination - Rights of Destination BC: The termination by Destination BC of the Region under this Agreement does not constitute a waiver of any of the above instances of termination, waive any rights or remedies Destination BC may have in the Agreement or otherwise at law. Destination BC is only obligated to pay for Services completed in connection with the Agreement up to and including the effective date of such termination. Termination does not relieve you from your warranties and other responsibilities relating to the Services performed or money paid, or both, up to and including the date of termination.
- 12.05 Termination or Expiry of Agreement - Duties of the Region: Upon termination or expiry of this Agreement, the Region must, at a minimum, in addition to other provisions in this Agreement:
- a) provide to us a final report of, and all other information reasonably requested by us pertaining to the Services;
 - b) return Destination BC's Material and all other information, including, but not limited to, all signage, brochures, and promotional materials to Destination BC in accordance with this Agreement; and
 - c) return to us all other documents and records that are owed to Destination BC.
- 12.06 Reimbursement of Overpayments: Notwithstanding any other provision of this Agreement, in the event of expiry or earlier termination of this Agreement, any part of the Contract Price advanced by Destination BC to the Region that has not been spent for the purposes as set out in this Agreement, will be immediately be returned by the Region to Destination BC and this paragraph will survive the expiry or sooner termination of this Agreement.

SECTION 13 - INSURANCE AND INDEMNITY

- 13.01 During the Term of this Agreement, the Region will purchase and maintain at its sole cost the insurance as specified in Schedule "D", which may be amended from time to time on written notice to the Region at the sole discretion of Destination BC.
- 13.02 Without limiting the provisions of subparagraph (c) of paragraph 6.01, the Region will comply with the Workers' Compensation legislation for the Province of British Columbia and provide evidence of such compliance to Destination BC upon request.
- 13.03 The Region will indemnify and save harmless Destination BC, its directors, officers, employees, contractors and agents, from any losses, claims, damages, actions, causes of action, costs and expenses that Destination BC or any of its directors, officers, employees, contractors or agents may sustain, incur, suffer or put to at any time either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Region, or by any of the Region's agents, employees, officers, directors or subcontractors in connection with this Agreement, excepting always liability arising out of the

independent acts or omissions of Destination BC or its directors, officers, employees, contractors and agents.

SECTION 14 - ASSIGNMENT AND SUB-CONTRACTING

- 14.01 The Region will not, without the prior written consent of Destination BC:
- (a) assign, either directly or indirectly, this Agreement or any right of the Region under this Agreement; or
 - (b) subcontract any obligation of the Region under this Agreement.
- 14.02 This Agreement will be binding upon Destination BC and its assigns and the Region, the Region's successors and permitted assigns.
- 14.03 No sub-contract entered into by the Region will relieve the Region from any of its obligations under this Agreement or impose upon Destination BC any obligation or liability arising from any such sub-contract.

SECTION 15 - NOTICES

- 15.01 Any notice by the Region to Destination BC as contemplated by this Agreement, to be effective, must be in writing and mailed, personally delivered, faxed, or electronically transmitted to the following address:

Jacqueline Simpson
A/Director of Marketing, North America
Consumer Programs
Destination British Columbia
12th Floor, 510 Burrard Street
Vancouver, BC Canada V6C 3A8
T 604.660.2191
F 604.660.3383
E Jacqueline.simpson@destinationbc.ca

- 15.02 Any written communication from Destination BC to the Region must be in writing and mailed, personally delivered, faxed, or electronically transmitted to the following address:

Mike Smith
Chair
Kootenay Rockies Tourism
1905 Warren Avenue
Kimberley, British Columbia V1A 1S2 FAX (250) 427-3344

- 15.03 Any notice from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia, on the date of personal delivery if personally delivered; or on the date of transmission if faxed or sent electronically.

15.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 15.01 or 15.02 of this Agreement, be deemed to be the address of the party giving notice.

SECTION 16 - NON-WAIVER

16.01 No term or condition of this Agreement and no breach by the Region of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by Destination BC and the Region.

16.02 The written waiver by Destination BC or any breach by the Region of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 17 - OWNERSHIP

17.01 The Received Material and any equipment, machinery or other property provided by or on behalf of Destination BC to the Region as a result of this Agreement:

- (a) are the exclusive property of Destination BC; and
- (b) will forthwith be delivered by the Region to Destination BC on written notice to the Region requesting delivery of the same, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

17.02 Destination BC exclusively owns all intellectual property rights, including copyright, in the Received Material.

17.03 As between the Region and Destination BC, the Region exclusively owns all intellectual property rights, including copyright, in the Material.

SECTION 18 - OTHER FUNDING

18.01 If the Region receives funding for or in respect of the Services from any other person, firm, corporation or other government or governmental body, then the Region will provide a high level summary of these contributions in a manner that is satisfactory to Destination BC.

SECTION 19 - ENTIRE AGREEMENT

19.01 This Agreement including the Schedules and Appendices constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement

SECTION 20 - SURVIVAL OF PROVISIONS

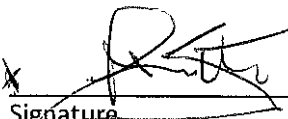
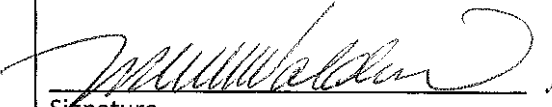
20.01 All of the provisions of this Agreement in favour of Destination BC including, without limitation, paragraphs 3.04, 3.05, 5.03, 7.01, 7.02, 10.01, 12.04 to 12.06, 13.03, 15.01 to 15.04 and all of the rights and remedies of Destination BC, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 21 - MISCELLANEOUS

- 21.01 Any additional terms attached as Schedule C will apply to this Agreement.
- 21.02 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 21.03 The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 21.04 No amendment or modification to this Agreement will be effective unless it is in writing and signed by, or on behalf of the parties.
- 21.05 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 21.06 Nothing in this Agreement operates as a consent, permit, approval or authorization by Destination BC to or for anything related to the Services that by statute, regulation or bylaw, the Region is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 21.07 Provide sufficient advance notification to Destination BC's Regional Program Manager of the intent to include in Region's corporate communications, any reference of any of Destination BC's tourism programs for the purpose of awareness and ensure accuracy of content.
- 21.08 Where the Region is a corporation or society, the Region warrants that the signatory has been duly authorized by the Region to execute this Agreement without corporate seal on behalf of the Region.
- 21.09 For the purpose of paragraphs 21.10 and 21.11, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party
- 21.10 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 21.11 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain Event of Force Majeure as soon as is reasonably practicable after notice of the same has come to its attention.

21.12 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

The parties hereto have executed this Agreement the day and year as set out below.

<p>SIGNED on the <u>30</u> day of <u>March</u>, 20<u>15</u> by the Region's Board Chair (or, if not an individual, on its behalf by its authorized signatory):</p> <p><u></u> Signature</p> <p><u>Michael Smith</u> Print Name</p> <p><u>Chair, Kootenay Rockies Tourism</u> Print Title</p>	<p>SIGNED on the <u>22</u> day of <u>April</u>, 20<u>15</u> on behalf of Destination BC Corp. by its authorized signatory: by the CEO, Destination British Columbia:</p> <p><u></u> Signature</p> <p><u>Marsha Walden</u> Chief Executive Officer, Destination British Columbia</p>
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**KOOTENAY ROCKIES TOURISM
SHARED COST ARRANGEMENT
SCHEDULE "A" - SERVICES**

PART 1 - BACKGROUND AND OBJECTIVES:

1. Destination British Columbia (DBC) has a long standing relationship with BC's tourism regions including this Region. Although these regions represent DBC in a number of capacities in accordance with this Agreement, these regions are independent organizations with their own boards and governances.
2. DBC and the Region anticipate mutual benefits to be derived from continued cooperation that will capitalize on complementary resources, improve access to strategic markets and contribute to attaining their common goals. The Region accepts the responsibility to represent the goals and objectives of DBC and its provincially-funded marketing programs and initiatives, as outlined in DBC's *Service Plan*, provincial tourism strategy and goals and as communicated from time to time by DBC's staff.
3. The Region's and DBC's program staff pledge to conduct themselves in a respectful and cooperative manner to achieve the objectives of this Agreement.
4. DBC and the Region recognize that coordination of marketing and development activity with the private sector is beneficial to increasing the effectiveness of promoting tourism in the area serviced by the Region by maximizing the leverage of investment.
5. DBC's program areas such as "Regional Travel Media Relations", "Regional Travel Trade" and "Community Partnerships" and other programs as agreed to by the Region and Destination BC, will communicate regularly with regional representatives to determine regional activities that will be funded by DBC.
6. In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, the parties in the first instance are encouraged to resolve their differences through friendly consultations at the program level. Initially this will take place amongst the provincial and regional program level staff involved. If necessary, concerns will be escalated to include the Manager, Regional Partnerships; Regional President; along with the respective Program Area Team Lead and/or the related Director of the program area in question if not already engaged. In the unlikely event that it is necessary, further resolution may be sought via the inclusion of the Director of Marketing, North America Consumer Programs and Region's Board Chair or Board Designate. A decision will be deemed final and rendered by the Director of Marketing, North America Consumer Programs upon reviewing all pertinent information from all parties.
7. The parties agree that the details of the Deliverables and Timelines are contained within Schedule A in Part 2 A) through E) and within supporting resources as applicable.
8. In entering this Agreement, the Region will, in accordance with their own Constitution, By-Laws, and Governance Policies, be responsible for and ensure that the deliverables are executed.

PART 2: Guiding Principles

DBC's Obligations

DBC will:

- follow government and departmental policies and procedures;
- maintain publications, reports, studies, etc.;
- ensure availability of staff with whom the Region may need to consult;
- provide access to appropriate guidelines (reporting guidelines and templates, as applicable);
- provide comments on draft reports within five working days from receipt of report;
- schedule teleconferences, as required;
- provide applicable documentation; and
- provide other assistance or support.

Region's Obligations

The Region will:

- keep all documents and proprietary information confidential and in a secure area;
- meet all tasks and deliverables as identified in Schedule A and within supporting resources as applicable ;
- submit all written reports in hard copy and/or appropriate electronic form;
- attend meetings with industry, as necessary;
- participate in teleconferences/program area meetings, as needed; and

Supporting Resources:

Tourism Partners Program Policy and Guideline Manual and templates
Destination BC's Brand Guidelines and Graphic Standards
Tourism Partners Program Quarterly Reconciliation Report Workbook
Trade, Overseas and Media Quarterly Reconciliation Report Workbook
Community Partnership Program Quarterly Reconciliation Report Workbook

Technical, Operational and Organizational Environment:

It is essential that Regions utilize the templates provided, including tables and fonts. Timelines and supporting resources may change at DBC's discretion.

Method and Source of Acceptance:

All deliverables and services rendered under any contract are subject to inspection/approval by DBC's program area staff. Should any deliverables not be to the satisfaction of DBC, as submitted, the program area's team lead shall have the right to reject it or require correction before payment will be authorized.

A) Regional Partnership Program

The Tourism Partners Program under the Global Marketing Division is a long standing cooperative marketing program that is the cornerstone of the Region's marketing activities. Marketing projects are divided into key products which include Touring, Golf, Ski, Fishing, Adventure, Festival & Events, and Meetings & Incentive, among others. The projects are also divided into key target markets. In accordance with the Provincial *Gaining the Edge Five-Year Tourism Strategy*, Regions are primarily responsible for marketing to BC, AB and Washington State markets while supporting DBC marketing efforts in all other markets as approved by DBC.

The Region will execute cooperative marketing projects with regional stakeholders. These projects may include consumer publications, advertising through various media: eg. TV, radio, newspapers and magazines, attending or stakeholders attending consumer shows, on-line activities, direct mail and research initiatives.

Tourism Partners Program Objectives: Leverage resources within a regional destination sell, increase tourism revenues and benefits of tourism to each of the tourism regions of B.C., and promote strategic business and community alliances

Tourism Partners Strategies:

- Work with industry to coordinate marketing roles and responsibilities to ensure strategic alignment, increased effectiveness, and enhanced consumer impact
- Leverage regional tourism investment and maximize tourism growth throughout BC by supplementing the Provincial annual regional tourism operating and marketing budgets through additional funding from industry and private sector partners
- Ensure that a combination of media relations, social media, travel trade and consumer direct marketing tactics are deployed by regions as appropriate by target market, product activity, and season, in coordination with provincial tourism plans

Tourism Partners Program Reporting:

The Region will continue to provide per the direction of Destination BC the following reports:

- Notice to Reader – Compilation Agreement (this replaces the previously required Audited Financial Statements and Auditor’s Opinion)
- FY16-17 Marketing Plan with Reconciliation Report (RepRecon) for Tourism Partners and Trade, Overseas and Media (TOM) programs
- Submit signed Reconciliation Report (RepRecon) for each Quarter, which includes updated project sheets, reconciliation page funding entries and General Ledger extracts. Review any projects that may not be implemented (or replaced) and provide adjusted spending forecast to Destination BC.
- Business Review of FY15-16
- Marketing Performance Report Summary for FY15-16 projects
- Stakeholder Investment Summary for FY15-16 projects

B) Community and Industry Development Programs

Community Representation

- Respond to inquiries from communities and provide support and contact deemed appropriate.
- At the discretion of the region, optionally make available, and then be involved in DBC community programs such as CTF and Tourism Business Essentials, etc.
- Maintain regular communication with Destination BC on program uptake, and on developments in region and in communities.
- Manage the CTO program including the following:
 - Work with individual communities and community clusters on proposals prior to submission to DBC for consideration.
 - Submit signed Reconciliation Report (RepRecon) for each Quarter, which includes updated project sheets, reconciliation page funding entries and General Ledger extracts.

Review any projects that may not be implemented (or replaced) and provide adjusted spending forecast to Destination BC.

- Complete all project claims, ensuring all required audit backup materials and final report key learnings are received in advance of March deadline.
- Follow-up as appropriate with communities on CTO project progress to influence quality control and effectiveness and that the projects are meeting budget forecasts and consistent with planned activities.

Remarkable Experiences Program development and implementation:

- Provide input into the design of the Remarkable Experiences program model and the professional development tools created.
- Work with Destination BC to launch a Remarkable Experiences program pilot, within the Region, in October 2015. The long-term goal is to learn from the pilot and scale up the program to make it inclusive to all tourism businesses within the next three years.
- Work with Destination BC to identify and recruit tourism operators within the Region to participate in the Remarkable Experiences program pilot.
- Provide day-to-day business advisory support, including coaching/mentoring to help the tourism operators engaged in the Remarkable Experiences program pilot to improve their own business effectiveness.
- Connect tourism operators within the Remarkable Experiences program pilot with knowledge building tools and experts (i.e. Tourism Business Essentials, WorldHost®, digital and social marketing education, etc.), as required, to increase skill sets and garner referrals, raves and repeat visits.
- Organize online and/or face-to-face meetings and networking opportunities, as required, for tourism operators engaged in the Remarkable Experiences program pilot.
- Encourage businesses within the Remarkable Experiences program network to share insights and results in a face-to-face or online platform for the collective improvement of those engaged in the program.
- Maintain regular communication with Destination BC on the Remarkable Experiences program pilot activities, including key learnings, so that Destination BC can improve the program delivery model for roll out to all tourism businesses within the next three years.

Destination Development Strategy (DDS)

- Provide input to DBC to enable the corporation to develop the process for DDS to be implemented in FY 2016/17.
- Provide input to DBC to support the development of regional situation analyses in 2015/16 to inform the DDS processes that will start in FY 2016/17.
- As part of regular ongoing consultations, communications and meetings, inform regional stakeholders during FY2015/16 of the process and the launch in FY 2016/17.

C) Regional Travel Media Program

The Regional Travel Media Program is an in-depth program to increase editorial coverage of British Columbia as a travel destination, within newspapers, magazine, online sites, publications and television broadcasts. Key strategies for increasing travel media coverage include:

- Focus on obtaining media coverage for key markets and key sectors
- Attend key media shows as outlined in the Provincial Media Relations Plan.
- Communicate with appropriate media providing relevant and story ideas maintaining communications for relationship building.
- Identify and invite key media on press visits to British Columbia including preparation of project briefs and budget in consultation with DBC.
- Include online media relations as a core component of activities and tactics
- Bring benefits and share successes of positive media coverage with tourism industry constituents and stakeholders
- Provide on-going story ideas for distribution by DBC and for media to develop editorial content for third-party use.
- Maintain awareness of export ready product to educate DBC marketing team and travel media (internationally and in Canada) on the product available in their regions and the suitability for various geographic markets.
- Ongoing updates to Maximizer as required.

D) Regional Travel Trade Program

DBC's Travel Trade staff and the Regional Travel Trade staff to work together as one unified team to develop one Provincial Travel Trade Plan, execute on approved tactics, and communicate to travel trade and industry. The Provincial Travel Trade Plan will prioritize best opportunities on a provincial and regional basis, capitalizing on the strengths of the product in each region.

The role of the dedicated Regional Travel Trade Representative includes the following:

- Undertake activities directed by the Provincial Travel Trade Plan
- Execute familiarization trips (fams) including liaising with DBC team, itinerary development, and working with suppliers. Escort trade fams as needed providing in-region expertise and experience to deliver a quality BC experience.
- Participate in trade shows as outlined in the Provincial Travel Trade Plan.

- Participate in sales calls and travel trade meetings as outlined within the Provincial Travel Trade Plan
- Help to create new itineraries to expand the B.C. product offerings with trade accounts by bringing local expertise/knowledge of product
- Identify need for product development and educate the suppliers in their region on business practices in international markets and export ready criteria.
- Maintain awareness of export ready product to educate DBC marketing team and travel trade (internationally and in Canada) on the product available in their regions and the suitability for various geographic markets.

E) Familiarization Tours and Press Trips

Travel trade familiarization tours and media press trips will be executed by the Travel Trade and Travel Media Representatives and are managed within C) and D) above.

PART 3 - TERM

1. The term of this Agreement (the "Term") will, notwithstanding the date of execution and delivery of this Agreement, commence on **April 1, 2015** and will end on **July 31, 2016**. All activities and payments are to be completed by March 31, 2016 and reports completed by July 31, 2016.

KOOTENAY ROCKIES TOURISM
SHARED COST AGREEMENT
SCHEDULE "B"
FINANCIAL ASSISTANCE FY 2015-16

PART 1 – PROGRAM FEES

A) Operating Transfer

- 1) Fees will be payable to the Region, as follows:
 - a) Operating Transfer payment of \$379,175, on or after April 1, 2015;
 - b) Operating Transfer payment of \$126,392 upon successful completion of obligations, on or after November 1, 2015;
- 2) Notwithstanding paragraph 1 of this Schedule "B" in no event will the:
 - a) Operating Transfer fees payable to the Region in accordance with paragraph 1 of this Schedule "B" exceed, in the aggregate, \$505,567

B) Regional Partnership Program Fees

- 1) Fees will be payable to the Region, in advance of the fulfillment of work under Regional Partnership Programs outlined in Schedule A as follows:
 - a) Regional Partnership Program payment, on or after April 1, 2015;
 - b) Regional Partnership Program payment, on or after July 1, 2015;
 - c) Regional Partnership Program payment, on or after October 1, 2015;
 - d) Regional Partnership Program payment, on or after January 1, 2016; and
 - e) the amount of payments under subparagraphs a) through d) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming quarter of the fiscal year.
- 2) Notwithstanding paragraph 1 of this Schedule "B" in no event will the:
 - a) Regional Partnership Program fees payable to the Region in accordance with paragraph 1 of this Schedule "B" exceed, in the aggregate, \$610,039

C) Community Partnership and Industry Development Program Fees

3. Fees will be payable to the Region in advance of the fulfillment of work under Community and Industry Development Programs outlined in Schedule A as follows:

- a) Community Partnership Program (Community Tourism Opportunities) payment, on or after April 1, 2015;
- b) Community Partnership Program (Community Tourism Opportunities) payment, on or after November 1, 2015; and
- c) the amount of payments under subparagraphs a) and b) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming half of the fiscal year.

4. Notwithstanding paragraph 3 of this Schedule "B" in no event will the:

- a) Community and Industry Development Program fees payable to the Region in accordance with paragraph 3 of this Schedule "B" exceed, in the aggregate, \$300,000 (*Notional Funds).

D) Regional Travel Media Program Fees and Regional Travel Trade Program Fees

5. Fees will be payable to the Region, in advance of the fulfillment of work under the Regional Travel Media Program and the Regional Travel Trade Program outlined in Schedule A as follows:

- a) Regional Travel Media and Travel Trade Program payments, on or after April 1, 2015;
- b) Regional Travel Media and Travel Trade Program payments, on or after July 1, 2015;
- c) Regional Travel Media and Travel Trade Program payments, on or after October 1, 2015;
- d) Regional Travel Media and Travel Trade Program payments, on or after January 1, 2016; and
- g) the amount of payments under subparagraphs a) through d) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming quarter of the fiscal year.

6. Notwithstanding paragraph 5 of this Schedule "B" in no event will the:

- a) Regional Travel Media and Travel Trade Program fees payable to the Region in accordance with paragraph 5 of this Schedule "B" exceed, in the aggregate, \$100,000 (*Notional Funds).

E) Familiarization Tours and Press Trips

7. Familiarization Tour and Press Trip fees will be payable to the Region, in arrears, upon receipt and approval by DBC of invoices and copies of related receipts, not to exceed, in the aggregate, \$100,000 (*Notional Funds).

PART 2 – REFUNDS

8. In accordance with paragraph 3.05 of the Agreement, all such refunds or remissions obtained by the Region must be applied to the provision of the Services, set out in Schedule “A” or performance of any other obligation of the Region under this Agreement in respect of those Services.

PART 3 - PAYMENT OF FINANCIAL ASSISTANCE

9. The total, maximum amount payable by us under this Agreement for fees and expenses for the Fiscal Year 2015-16 will not exceed CAD \$ 1,615,606 outlined as follows:

Program				Maximum Amount
Operating Transfer	April 1, 2015 (on or after)	Nov. 1, 2015 (on or after)		
			Total	
Sub Total	\$ 379,175	\$ 126,392	\$ 505,567	\$505,567
Program Fees				
Tourism Partners			\$ 610,039	\$ 610,039
*Community Programs (CTO)				\$ 300,000
*Regional Travel Media Program and Regional Travel Trade				\$ 100,000
*Familiarization Tour and Press Trip Funding				\$ 100,000
Sub Total				\$ 1,110,039
Total				\$ 1,615,606

*Notional budgets are managed by Destination BC on a provincial level and are based on regional allocations and/or available program funds

**KOOTENAY ROCKIES TOURISM
SHARED COST ARRANGEMENT
SCHEDULE "C"
Additional Terms**

- Not applicable

**KOOTENAY ROCKIES TOURISM
SHARED COST ARRANGEMENT
SCHEDULE "D"
INSURANCE**

1. The Region must, without limiting the Region's obligations or liabilities and at the Region's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to Destination BC:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include Destination BC as an additional insured,
 - (ii) be endorsed to provide Destination BC with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) Automobile Liability on all vehicles owned, operated or licensed by the Region in an amount not less than 2,000,000 per occurrence.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of Destination BC.
3. The Region must provide Destination BC with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Region must provide to Destination BC evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Region must provide to Destination BC within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by Destination BC at any time, the Region must provide to Destination BC certified copies of the required insurance policies.
4. The Region must obtain, maintain and pay for any additional insurance which the Region is required by law to carry, or which the Region considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Region's sole discretion.

**KOOTENAY ROCKIES TOURISM
SHARED COST ARRANGEMENT
SCHEDULE "F"
Trademark License Agreement**

THIS AGREEMENT made April 1, 2015.

BETWEEN:

DESTINATION BC CORP. doing business as DESTINATION BRITISH COLUMBIA ("Destination BC")
with the following specified address:

12th Floor – 510 Burrard Street
Vancouver, BC
V6C 3A8

AND:

KOOTENAY ROCKIES TOURISM, a society incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 14409 with the following specified address:

1905 Warren Ave.
Kimberley, BC V1A 1S2
(the "Licensee")

BACKGROUND:

- A. Destination BC has registered certain Trademarks pursuant to the *Trade-marks Act* (Canada).
- B. The Licensee wishes to obtain from Destination BC and Destination BC wishes to grant to the Licensee a license to use those Trademarks on the terms and conditions contained in this Agreement.

IN CONSIDERATION OF the mutual promises set out below, the parties agree as follows:

- 1. The term of this Agreement will commence on the Effective Date and will end on the anniversary of that date unless sooner terminated in accordance with this Agreement or renewed by Destination BC in writing (the "Term").
- 2. Destination BC is the owner of the full right, title and interest in and to the registered Canadian trademarks referred to in paragraph 4 hereof (the "Trademarks") and, with the exception of the rights being licensed hereunder, all other rights relating thereto are expressly reserved by Destination BC.

3. Destination BC hereby grants to the Licensee for the Term, subject to the terms and conditions contained in this Agreement, a non-exclusive right and license to use the Trademarks worldwide.
4. The following Trademarks are licensed to the Licensee pursuant to this Agreement:
 - (a) SUPER, NATURAL BRITISH COLUMBIA, Registration No. TMA577,920
 - (b) SUPER, NATURAL BRITISH COLUMBIA CANADA & Leaf Design, Application No. 1700717



- (c) SUPER, NATURAL, Registration No. TMA663,207
- (d) HELLO BC, Registration No. TMA533,841

and such Trademarks are licensed to the Licensee for use only in association with the promotion of tourism and the provision of tourism information (the "Licensed Services") and such other wares or services as may be specifically designated in writing from time to time by Destination BC.

5. Any and all prior agreements between Destination BC and the Licensee, whether written or oral, relating to the licensing of all or part of the Trademarks or any of Destination BC's trademarks, are hereby revoked, and the provisions of this Agreement alone shall be determinative of the conditions pursuant to which the Licensee shall be licensed to use the Trademarks. The Licensee acknowledges that all use of the Trademarks to date has been subject to the approval of and licensed by Destination BC.
6. The Licensee shall only use the Trademarks in accordance with this Agreement and in accordance with the Graphic Standards Manual distributed by Destination BC to the Licensee from time to time. The Licensee agrees to comply with the Graphic Standards Manual and acknowledges that it forms a part of this Agreement.
7. The Licensee shall not have the right to sublicense the use of the Trademarks to any other party.
8. As and where directed by Destination BC, the Licensee will give public notice of the fact that its use of the Trademarks is a licensed use, and identifying Destination BC as the owner of the Trademarks in the following manner: "Trademarks owned by Destination BC Corp. and used under license."

9. The Licensee hereby acknowledges Destination BC's ownership of the Trademarks and the goodwill relating thereto and agrees not to use the Trademarks in a manner not authorized under this Agreement.
10. The Licensee agrees that its usage of the Trademarks shall at all times be under the control of Destination BC and the Licensee agrees to cooperate with Destination BC in facilitating the exercise of such control by Destination BC. Without limiting the generality of the foregoing, the Licensee agrees to adhere to the standards governing the character or quality of the Licensed Services as dictated from time to time by Destination BC and further agrees that Destination BC has the right to review the manner in which the Licensed Services are rendered by the Licensee, and specimens of the Licensee's usage of the Trademarks, from time to time.
11. The Licensee acknowledges and agrees that all use of the Trademarks by the Licensee shall be deemed to be use by Destination BC and all the benefit and goodwill associated with such use will at all times enure entirely to Destination BC. The Licensee hereby absolutely and irrevocably assigns to Destination BC all right, title and interest throughout the world that it may now have or may later acquire in the Trademarks, including all related goodwill, other than the Licensee's rights to use the Trademarks provided under this Agreement.
12. The Licensee agrees to indemnify and hold harmless Destination BC from and against all losses, claims, damages, actions, causes of action, costs and expenses made against or incurred, suffered or sustained by Destination BC at any time or times (whether before or after the expiration or sooner termination of this Agreement), where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Licensee in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of Destination BC.
13. The Licensee is an independent contractor and it shall not hold itself out in using the Trademarks as having any different relationship with Destination BC.
14. The Licensee shall not use any of the Trademarks (or any part thereof) as part of the Licensee's trade name, firm name or corporate name without the prior approval in writing of Destination BC and all such approved use, if any, from time to time is governed by the terms of this Agreement.
15. The Licensee will not do anything or omit to do anything that might impair, jeopardize, violate, or infringe the Trademarks or Destination BC's interest in the Trademarks or any other marks owned by Destination BC, including but not limited to:
 - (a) opposing, contesting or in any other manner challenging the ownership, validity or goodwill of the Trademarks or Destination BC's interest in the Trademarks; and
 - (b) claiming, using, displaying, reproducing or applying to register any trade-mark, trade name, domain name, copyright or design that incorporates, is identical to or confusing with any of the Trademarks, or that is derived from or based on any of the Trademarks; and

The Licensee will not assist, permit or encourage any other person or entity to do any of the foregoing.

16. Destination BC may terminate this Agreement at any time upon written notice of at least 30 days to the Licensee.
17. In addition to all other remedies available to it in law or in equity, Destination BC, may at its sole option immediately terminate this Agreement effective upon written notice of termination to the Licensee in the event that:
 - (a) the Licensee is in breach of any material provision of this Agreement and such breach continues to exist after ten business days from the date of the giving by Destination BC of notice of that breach in writing to the Licensee; or
 - (b) the Licensee ceases or threatens to cease carrying on its business or a resolution is passed for the winding up or liquidation of the Licensee, a petition is filed or an order is made for the winding up or liquidation of the Licensee, the Licensee becomes insolvent, or any proceedings are commenced in respect of the Licensee under bankruptcy or creditors arrangements legislation, as applicable.
18. The Licensee represents and warrants to Destination BC that:
 - (a) it has the power and capacity to enter into this Agreement, to grant the rights set out in this Agreement and to perform and comply with each and every term and condition of this Agreement;
 - (b) the execution of this Agreement by the person representing it will be sufficient to render the Agreement binding upon it;
 - (c) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it of, or a default by it under, any statute, bylaw, or regulation of Canada, Destination BC or British Columbia or any foreign jurisdiction applicable to or binding on it; its constating documents; or any contract or agreement to which it is a party;
 - (d) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its properties, assets, condition (financial or otherwise), business operations or its ability to fulfil its obligations under this Agreement; and
 - (e) it is not in breach of any statute, regulation, or bylaw, duly enacted by any level of government or any agency of government, that are required by law to conduct its business.

19. All notices and other communications that the parties give each other in connection with this Agreement will be in writing and be delivered by hand, courier, or facsimile transmission to the recipient at that party's address, or facsimile number set out below, or to such other contact person or at such other address, or facsimile number as either party may advise the other in writing from time to time. Such notices and other communications will be deemed given upon personal delivery or acknowledgement of receipt of electronic transmission, one day after deposit with a nationally recognized overnight courier, or five days after deposit in the postal mail:

If to Destination BC:

Global Marketing
Destination British Columbia
12th Floor, 510 Burrard Street
Vancouver, BC Canada V6C 3A8
Attn: Jacqueline Simpson
A/Director of Marketing, North America
Consumer Programs
T 604.660.2191
F 604.660.3383
E Jacqueline.simpson@destinationbc.ca

If to the Licensee:

Kootenay Rockies Tourism
1905 Warren Avenue
Kimberley, British Columbia V1A 1S2
Attn: Mike Smith
Chair
FAX (250) 427-3344


20. Unless the parties otherwise agree, all disputes arising out of or in connection with, this Agreement will be referred to and finally resolved by binding arbitration pursuant to the British Columbia Commercial Arbitration Act, R.S.B.C. 1996, c. 55, and the place of such arbitration will be Victoria, British Columbia.
21. No provision of this Agreement and no breach by the Licensee of any such provision will be considered to have been waived unless such waiver is in writing by Destination BC.
22. The written waiver by Destination BC of any breach by the Licensee of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Licensee of the same or any other provision of this Agreement.
23. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, estates, executors, administrators, legal representatives, successors and permitted assigns.

24. This Agreement and the rights granted herein may not be assigned or sublicensed by the Licensee and may only be modified as expressly provided herein or otherwise by written agreement signed by both parties.
25. Each of the parties will, upon the reasonable request of the other parties, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
26. All provisions of this Agreement in favour of Destination BC and all rights and remedies of Destination BC, either in law or equity, will survive the expiration or sooner termination of this Agreement.
27. If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose.
28. Time is of the essence in this Agreement.
29. This Agreement and all related matters will be governed by, and construed in accordance with, the laws of British Columbia and the federal laws of Canada applicable in British Columbia.

30. This Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax or electronically.

AGREED by the parties through their duly authorized signatories on the dates below.

For, and on behalf of the **KOOTENAY ROCKIES
TOURISM**



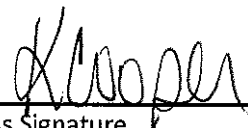
Sign

Michael Smith

Print Name

Chair

Title



Witness Signature

March 30, 2015

Date

For, and on behalf of **DESTINATION BRITISH
COLUMBIA,**



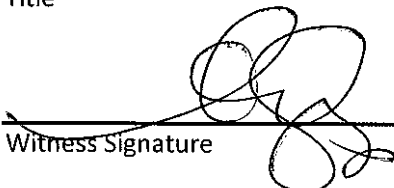
Sign

MARSHA WARDEN

Print Name

PRESIDENT & CEO

Title



Witness Signature

April 22 / 15

Date