

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated for reference the ____ day of February, 2009.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Transport, Infrastructure and Communities

("Canada")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Transportation and Infrastructure

("British Columbia")

OF THE SECOND PART

WHEREAS:

- A. Canada and British Columbia entered into the Canada – British Columbia Infrastructure Framework Agreement on November 6, 2007;
- B. Under the 2010 Olympic and Paralympic Winter Games Security Agreement British Columbia has agreed to fulfill, on behalf of Canada, certain payment obligations of Canada under the Canada – British Columbia Infrastructure Framework Agreement; and
- C. Canada and British Columbia wish to amend the Canada – British Columbia Infrastructure Framework Agreement to reflect British Columbia's agreement described in Recital B.

NOW THEREFORE in consideration of the premises and for other good and valuable consideration the parties agree as follows:

- 1.01 In this Amending Agreement, unless the context otherwise requires:
- (a) "Canada – British Columbia Infrastructure Framework Agreement" means the agreement so titled and dated November 6, 2007 between Canada as represented by the Minister of Transport, Infrastructure and Communities and British Columbia as represented by the Minister of Transportation and Infrastructure; and
 - (b) "2010 Olympic and Paralympic Winter Games Security Agreement" means the agreement so titled and dated for reference January 31, 2009 between Canada as represented by the Minister of Public Safety and Emergency Preparedness and British Columbia as represented by the Minister of Public Safety and Solicitor General.
- 1.02 Terms in upper case in this Amending Agreement indicating that they are defined terms have the same meaning as terms defined in the Canada – British Columbia Infrastructure Framework Agreement, unless the context indicates otherwise.
- 2.01 This Amending Agreement will come into effect on the later of the reference date of this Amending Agreement and the date that both Canada and British Columbia have entered into the 2010 Olympic and Paralympic Winter Games Security Agreement.
- 3.01 Subsection 3.2 "General Provisions" of the Canada – British Columbia Infrastructure Framework Agreement is amended by adding the following as subsection 3.2.3:

"3.2.3 Special Financing Arrangement

Despite any other provision of this Agreement, of the maximum amount of \$1,039.96 million to be made available by Canada to the BCF as set out in subsection 3.2.1, Canada will contribute a maximum amount of \$793.96 million to be applied to Approved Projects under the Major Infrastructure Component as described in subsection 3.3.1, and following the application of such amount to Approved Projects under the Major Infrastructure Component, British Columbia will pay, on behalf of Canada, where such payments have been approved by Canada, a maximum amount of \$165 million to the BCF to be applied to Approved Projects in the following order of precedence:

- (a) to Approved Projects owned by the Government of British Columbia or by entities wholly owned or controlled by the Government of British Columbia that fall under the National Priority Categories described in subsections 1.3.1(c) and (d) of Schedule A to this Agreement;

- (b) to Approved Projects owned by the Government of British Columbia or by entities wholly owned or controlled by the Government of British Columbia that fall under the National Priority Categories described in subsections 1.3.1 (a),(b), and (c) of Schedule A to this Agreement;
- (c) to any other Approved Projects described in section 1.1 and subsection 1.3.1 of Schedule A to this Agreement; and
- (d) in the event that amounts applied to Approved Projects under subsections 1.3.3.1(a), (b) and (c) are less than \$165 million the difference will be applied to Approved Projects under the Local and Community Priority Projects Categories described in subsections 1.3.2 of Schedule A to this Agreement.”

3.02 Subsection 3.2 “General Provisions” of the Canada – British Columbia Infrastructure Framework Agreement is further amended by adding the following as subsection 3.2.4:

“3.2.4 Cooperation on Special Financing Arrangement

Canada and British Columbia will cooperate through the planning, approval and financing of projects, and make every reasonable effort to expedite approvals, to reflect the priorities of the Special Financing Arrangement described in subsection 3.2.3 of this Agreement.”

3.03 Subsection 3.2 “General Provisions” of the Canada – British Columbia Infrastructure Framework Agreement is further amended by adding the following as subsection 3.2.5:

“3.2.5 Deeming and Attribution

Any payments made by British Columbia under subsection 3.2.3 of this Agreement will be deemed to have been made by Canada in fulfilment of its obligations under this Agreement and British Columbia agrees that in any of its communications about this Agreement that it will fully attribute such payments to Canada.”

4.01. This Amending Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

5.01. The provisions of the Canada – British Columbia Infrastructure Framework Agreement, as amended by this Amending Agreement, are hereby ratified and confirmed.

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

SIGNED on behalf of Her Majesty in)
Right of Canada by the Minister of)
Transport, Infrastructure and)
Communities)
this ____ of February, 2009)
in the presence of:)



Minister of Transport, Infrastructure
and Communities

SIGNED on behalf of Her Majesty)
in Right of the Province of)
British Columbia by the Minister of)
Transportation and Infrastructure)
this ____ of February, 2009)
in the presence of:)

Minister of Transportation and
Infrastructure