

April 23, 2014, Regular Meeting of Council  
Additions to Agenda

Pages 1-4

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8.16. Additional Information to Item 8.16. Lightstream Contribution Agreement 2-4

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## CONTRIBUTION AGREEMENT

This Contribution Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

### **BETWEEN:**

The Municipal Corporation of the Town of Drayton Valley  
(hereinafter called the "Town")

AND

Lightstream Resources Ltd.  
(hereinafter called "Lightstream")

**WHEREAS** the Town plans to construct a new Aquatic Facility for the benefit of the Town and surrounding area (hereinafter called the "facility") and is in the development stage, following which the Town will proceed to engage engineers, advisors and contractors to design and build the facility;

**AND WHEREAS** Lightstream has pledged financial support to assist with the development and construction of the facility;

**AND WHEREAS** the Town and Lightstream wish to enter into an agreement to describe the financial contribution which Lightstream will make towards the total costs to complete the work to design and construct the facility;

Now therefore in consideration of the terms and conditions, and the mutual covenants and agreements hereinafter set forth, and the sum of TEN DOLLARS (\$10.00) now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) the Town and Lightstream agree as follows:

1. Lightstream will pay to the Town or its assignee a total financial contribution of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) to be applied towards the cost of designing and building the facility, paid to the Town by Lightstream as follows:
  - a. ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) to be paid in 2016; and
  - b. ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) to be paid in 2017.
2. All funds paid to the Town or its assignee by Lightstream hereunder shall be applied to the costs associated with the design, planning, development and construction of the facility. The Town or its assignee shall be responsible for any and all costs associated with the design, planning, development and construction of the facility which are in excess of Lightstream's total financial commitment.
3. Lightstream understands and acknowledges that Brazeau County may take the lead, or work in partnership with the Town, on the design, planning, development and construction of the facility and agrees that any such arrangement will not affect its contribution to the facility or obligations under this Agreement.

4. The Town, or its assignee, and Lightstream agree to enter into a naming sponsorship agreement for a dedicated term for an area/space in the facility, and that Lightstream and the Town will work together to identify an appropriate area/space in the facility. Any signage will be outlined within this agreement.
5. The Town will issue an official donation receipt to Lightstream for any payment made to the Town or its assignee under this Agreement.
6. In the event that the Town declares the development of the facility to be abandoned prior to planning and construction, all payments made to the Town or its assignee by Lightstream under this Agreement shall be repaid to Lightstream.
7. Notwithstanding anything contained herein to the contrary, the parties expressly acknowledge and agree that Lightstream's responsibility pursuant to this Agreement is limited solely to the payment of financial contribution to the Town or its assignee. Lightstream shall not be liable or responsible for any injury or damage of any nature whatsoever that may be suffered or sustained by the Town, its employees or agents in the performance of this Agreement.
8. Nothing herein contained shall be deemed or construed by the parties hereto or by any other party as creating the relationship of partnership or joint venture between the parties hereto.
9. Any document required under this Agreement shall be deemed given if it is delivered, sent by fax, email or mail.
10. Any document delivered or sent by fax or email shall be deemed to have been received one (1) calendar day after being sent.
11. Any document that is mailed shall be deemed to have been received ten (10) calendar days after being mailed.

To the Town:  
 Mayor  
 Town of Drayton Valley  
 Box 6837, 5120-52<sup>nd</sup> Street  
 Drayton Valley, AB T7A 1A1

To Lightstream:  
 Mary Bulmer, VP Corporate Services  
 Lightstream Resources  
 2800, 525 - 8<sup>th</sup> Avenue SW  
 Calgary, AB T2P 1G1

12. This Agreement shall be governed and construed in accordance with the laws of Canada and the Province of Alberta.
13. If any item of this Agreement is found to be prohibited by law or otherwise ineffective, this shall in no way invalidate or otherwise affect the remaining provisions of this agreement.

This Contribution Agreement has been signed by the duly authorized signatories as of the date last written above.

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Print Name

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Signature

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Print Name

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Signature

Lightstream Resources

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Print Name

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Signature

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Print Name

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Signature