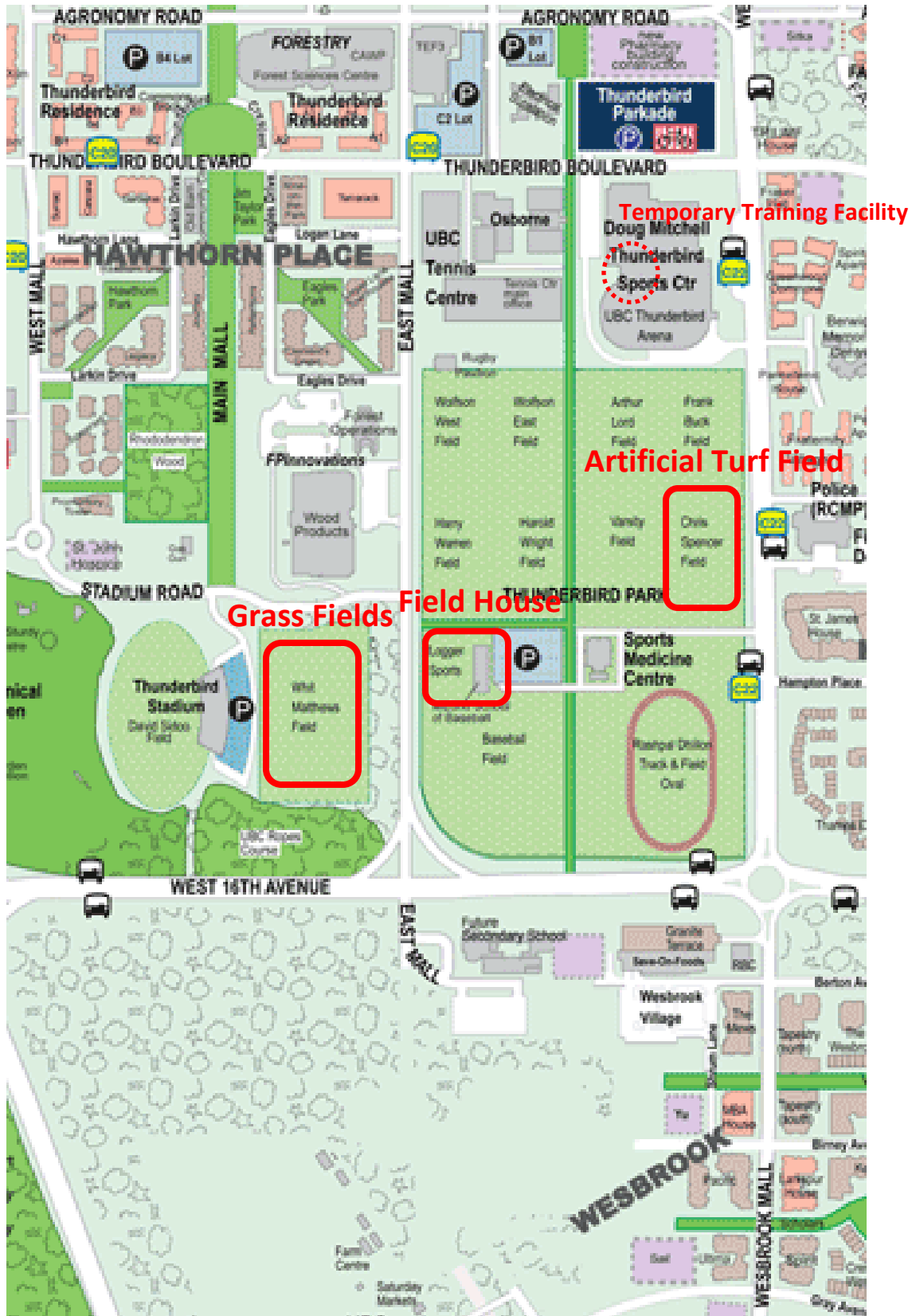


Attachment 1 – Location of Proposed Facilities



Attachment 2 – Aerial View of Proposed Facilities Locations



Attachment 3 – Letter of Intent between UBC and the Vancouver Whitecaps Football Club

Separate pdf document attached.

Attachment 4 - Capital Project Accountability Scope & Planning

PROJECT NAME		CURRENT APPROVAL STATUS				
Project Name:	Whitecaps - UBC Soccer Training Centre	Executive:	Level	Approval Date		
Department/Unit:	UBC Athletics & Recreation	Board:	3	30-Oct-12		
Sponsor:	Louise Cowin, VP Students					
PROJECT DESCRIPTION		FUNCTIONAL PROGRAM (Field House)				
Development Type:	New Construction	Space Type	Gross SM	Gross SF		
Facility Type:	Athletic and recreation	Activity (change rms, training rms)	1,987	21,390		
Gross Building Area:	~30,000ft ² field house + playing fields	Admin (offices, meeting rms)	370	3,986		
Capital Cost:	\$23,500,000	Retail Services (kitchen, dining rm)	84	904		
Location/Site:	Thunderbird Park, UBC Vancouver campus	Bldg Support (washrooms, storage)	340	3,664		
Primary Users / Tenants:	Vancouver Whitecaps FC UBC Athletics & Recreation UBC students Community users National soccer team	Total	2,782	29,944		
PROJECT RATIONALE & BENEFITS						
Need/Benefit Area	Description					
Student Amenity	Provides state-of-the-art soccer training facilities for varsity teams and for student recreational use.					
Community Amenity	Provides facilities for youth soccer and amenities for community use of the playing fields					
Other Benefits:						
SCHEDULE		SUSTAINABILITY GOALS				
		Target	Actual	Indicator	Target	Actual
Board 1		Dec 2012		Certification:	LEED Gold	
Board 2		Jun 2013		Energy Efficiency Level:	TBD % better than MNECB	
Board 3		Dec 2013		Energy Use Intensity:	TBD (kWh/ft ²)	
Construction Start		Jan 2014		GHG Reduction:	TBD % better than standard	
Substantial Completion		Feb 2015		Const Waste Recycling	TBC % recycling rate	
Occupancy		Mar 2015		Water Use Efficiency	TBD % better than standard	
Board 4		Sep 2016		Innovative Features:		
DEVELOPMENT PROCESS						
Project Manager	UBC Properties Trust (David English)		Construction Manager		TBD	
Architect	TBD		Infrastructure Development Rep		John Metras	
	Date	Comments				
AUDP Review						
Dev. Review Committee						
Public Open House						
Development Permit						
Building Permit						
CAMPUS & COMMUNITY PLANNING COMMENTS						

Attachment 5 - Capital Project Accountability Budget & Funding

PROJECT NAME								
Project Name:	Whitecaps - UBC Soccer Training Centre							
Department/Unit:	UBC Athletics & Recreation							
Sponsor:	Louise Cowin, VP Students							
CAPITAL BUDGET (\$000s)			LIFE-CYCLE OPERATING BUDGET					
Capital Development Cost	\$000s	\$/GSF	Operating Costs	Annual \$	\$/ GSF	Funding Source		
Construction	\$ 10,700		Ops & Maintenance	TBD				
Siteworks	\$ 385		Utilities	TBD				
DMTSC Renovation	\$ 800		Gross Total O&M Cost	TBD				
T-Bird Stadium Parking Resurface	\$ 500		Less:					
Matthews Field Renovation	\$ 3,000							
Artificial Turf Field Installation	\$ 2,500		Net O&M Cost					
Planning & Design	\$ 1,400							
Furniture & Equipment	\$ 1,100		Life-Cycle Capital	Annual \$	\$/ GSF	Funding Source		
UBC IT/AV/Security/Keying/Moving	\$ 350		Cyclical Maintenance	TBD				
Commissioning, Inspection Testing	\$ 150		Modernization/Upgrade	TBD				
IIC, CAC, Permits, Insurance & Legal	\$ 407		Total Cap Renewal	TBD				
Project Management	\$ 500							
Contingency	\$ 750							
Escalation Allowance	\$ -							
Subtotal	\$ 22,542							
Retained Risk	\$ 188							
Tax	\$ 771							
Total Project Budget	\$ 23,500							
Capital Budget Notes:			Operating Budget Notes:					
FUNDING AGREEMENTS (\$000s)			FINANCING AGREEMENTS					
Funding Source	Liability with:	Committed	Secured*	Debt Serviced By:	Loan Amt*	Amort.	Int.	Ann. Payment
Province of BC	Whitecaps	\$ 14,500	\$ 14,500		\$ -			\$ -
Whitecaps	Whitecaps	\$ 9,000	\$ 9,000					\$ -
Total		\$ 23,500	\$ 23,500	Total	\$ -			\$ -
* Funding paid or firmly committed to be paid before end of construction								
Funding Notes:				Debt Capacity Impact: No financing is required.				
PROJECT REQUIREMENTS CHECKLIST & SIGN-OFF								
CHECK	REQUIREMENT	NAME	SIGNATURE	DATE				
	Programmatic need and benefit	Associate Director, Athletics & Recreation	Kavie Toor	8-Nov-12				
	Project scope and budget Project manager assignment	Infrastructure Development Managing Director	John Metras	8-Nov-12				
	Project site Development review process Sustainability measures	Campus & Community Planning Associate Vice President	Nancy Knight	8-Nov-12				
	Classroom/teaching lab review	Classroom Services Director	N/A					
	Food, housing and child care	Student Housing & Hospitality Services Managing Director	N/A					
	Funding & financing agreements	Associate Director, Athletics & Recreation	Kavie Toor	8-Nov-12				
	Funding & financing agreements Debt capacity	Treasury Treasurer						
	Fundraising plan	Development Office AVP, Development Services						
	Life-cycle operating costs	Infrastructure Development Managing Director	David Woodson (to be provided at Board 2)					
	Security & access control Parking	University Community Services Managing Director	Debbie Harvie (to be provided at Board 2)					
ATTACHMENTS								

LETTER OF INTENT

This Letter of Intent (LOI) is made effective as of this 17th day of February, 2012.

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA

(“UBC” or the “University”)

AND:

VANCOUVER WHITECAPS FC L.P.

(the “Whitecaps”)

BACKGROUND

- A. The University and the Whitecaps have been in discussions regarding a joint initiative to construct and operate a training facility at UBC, which would form the centerpiece of the proposed National Soccer Development Centre (NSDC). The proposed venture would create a state of the art high performance training centre for the Whitecaps programs, and create important recreational and high performance sport legacies for the UBC community.
- B. The basis of the proposed relationship will be:
- a. the renovation and use of certain UBC facilities on an interim basis;
 - b. a capital contribution by the Whitecaps to UBC, and the construction of various facilities described herein; and
 - c. the construction of the facilities will be managed by UBC's professional staff and contractors.
 - d.
- C. The parties wish to document and commit to the proposed terms and conditions of such a relationship through this LOI.

Now therefore the parties agree as follows:

Sections 5 to 20 of this LOI are intended to be binding upon the signing of this LOI (the “Commitments”). Sections 1 to 4 and 21 to 38 are intended to outline the general terms and conditions with respect to the parties' long term vision for the construction, management and use of certain facilities at UBC's Point Grey Campus (the “Non-Binding Statements of Intent”). The Commitments and the Non-Binding Statements of Intent are independent, and the parties may agree to pursue only the Commitments,

and all, none, or only a part of the plans described in the Non-Binding Statements of Intent.

The parties will diligently and in good faith negotiate a definitive agreement or agreements (the "**Definitive Agreement**"), which will set out the more detailed terms of the Commitments, and the legally binding agreement of the parties with respect to the subject matter of the Non-Binding Statements of Intent. Without limiting the generality of the foregoing, the parties agree to negotiate in good faith to address the practical and legal details of the matters set out in this LOI, and matters that are not specifically contemplated in this LOI, all in a manner that meets the parties' respective goals, as set out in the recitals to this LOI, and allows the parties to comply with the letter and the spirit of:

(a) the parties' respective regulatory and governance processes and approvals ("**Regulatory Requirements**"), including, without limitation, in respect of UBC:

(i) the applicable requirements for approvals by the University's Executive, Board of Governors and the Province of British Columbia; and

(ii) the University's and the Province of British Columbia's laws, policies, rules and procedures, including without limitation, UBC Policy 92 – Land Use Rules, the Land Use Plan, which governs land use at the UBC Point Grey campus, and the University's and the Province of British Columbia's policies, rules, procedures and standards for naming facilities;

(b) commitments to third parties ("**Other Obligations**"), including, in respect of UBC agreements with unions, and exclusive suppliers and service providers, and existing agreements for, and duties owed to the University community regarding, the management, use and enjoyment of the facilities set out in this LOI, including without limitation, the agreements and understandings between UBC and the University Neighbourhoods Association; and

(c) the booking and use rules and procedures in effect at each of the facilities described in this LOI ("**Standard Facility Rules**") which may require that the Whitecaps, as a licensee, sign a site license agreement, or otherwise agree to the terms and conditions applicable to the use of the facility. Without limitation, the Standard Facility Rules may set out booking windows, may limit the number and the length of bookings, may give booking priority, may allow for bookings to be bumped in favour of revenue-generating functions, and/or may require use of UBC-operated food concessions.

For greater certainty, nothing in this LOI may be interpreted in such a way as to override or cause either party to breach any of its Regulatory Requirements and Other Obligations, and unless otherwise agreed, the Standard Facility Rules apply.

The parties agree to work expeditiously to negotiate a Definitive Agreement on or before December 31, 2012. Upon the parties signing the Definitive Agreement, the parties'

respective legal rights and obligations will then be only those set forth in the Definitive Agreement.

GENERAL EXPRESSIONS OF THE BASIS FOR A LONGER TERM ARRANGEMENT

- 1) The subject matter of this LOI addresses the parties' relationship over the next approximately twenty two (22) years ("Term"). The Definitive Agreement will contain a reasonable provision for negotiating for the renewal of the Term.
- 2) At all times respecting the contents and vision of this LOI, the parties will negotiate in good faith as circumstances progress until the Definitive Agreement is executed by the parties. If, as contemplated in Sections 3 and 4 below, the parties are unable to carry out or agree upon material elements of the subject matter of the Non-Binding Statements of Intent, the parties will renegotiate the Commitments in good faith and on the basis that is equitable and financially reasonable to each party. If, as contemplated in Sections 3 and 4 below, the parties are unable to carry out or agree upon material elements of the subject matter of the Non-Binding Statements of Intent, the parties will renegotiate the Commitments in good faith and on the basis that is equitable and financially reasonable to each party.
- 3) UBC acknowledges that the Whitecaps are relying on funding from external sources to complete this project. Concurrent with the negotiation of the Definitive Agreement, the Whitecaps will be working to secure the external funding for this project. The University specifically acknowledges that, with respect to the Non-Binding Statements of Intent, full execution of all elements of this LOI, and the signing of the Definitive Agreement is dependent on the Whitecaps receiving confirmation of the external funding.
- 4) The Whitecaps acknowledge that UBC must comply with its Regulatory Requirements and Other Obligations in order to proceed with this project. In accordance with its Regulatory Requirements, UBC will be working to secure all required approvals for this project. The parties specifically acknowledge that complying with all elements of this LOI and the execution of the Definitive Agreement are subject to the parties receiving all approvals required by its Regulatory Requirements and compliance with its Other Obligations, as applicable. If the parties are unable to comply with any of the terms of the Commitments as a result of a Regulatory Requirement or a failure to meet a Regulatory Requirement, or due to a material conflict with one or more of its Other Obligations, this LOI shall be renegotiated, with the parties acting in good faith. If, despite good faith efforts to renegotiate this LOI, the parties fail to come to an agreement or a new LOI, UBC and the Whitecaps each may terminate this LOI and, unless otherwise agreed, all of the Commitments will be null. The Definitive Agreement will address a process for resolving any conflicts between the parties, should their Regulatory Requirements and Other Obligations, be in conflict.

DOUG MITCHELL THUNDERBIRD SPORTS CENTRE ("DMTSC")

- 5) Commencing on the effective date of this LOI, UBC will provide the Whitecaps full and complete usage of the West Lounge of the DMTSC (see Appendix A) on a rent-free basis for the later of a) two (2) years, or b) the completion of the Fieldhouse construction contemplated below, (the "DMTSC Free Rent Period"). UBC will also provide the Whitecaps with rent-free usage of mutually agreed ancillary storage areas, which are shared use of a portion of the space adjacent to the laundry facility (known as Room 177) in the DMTSC, and exclusive use of approximately 50% the space adjacent to the parking lot known as the varsity/erg room.
- 6) The Whitecaps will build-out the West Lounge as a temporary training facility. The build-out project will be managed and carried out under the authority and management of UBC (who may retain UBC Properties Trust), however, UBC agrees that the project management team will consist of at least one member appointed by the Whitecaps who will have full authority to contribute to all elements of the project which relate to the Whitecaps. At the conclusion of the DMTSC Free Rent Period, the Whitecaps agree to leave the West Lounge to UBC, free and clear.
- 7) During the DMTSC Free Rent Period, the Whitecaps are responsible for all operating costs of the West Lounge, either directly to a third party or through reimbursement to UBC.
- 8) At the conclusion of the DMTSC Free Rent Period, UBC agrees to grant the Whitecaps an exclusive negotiation period to lease the West Lounge space from UBC on commercially reasonable terms.
- 9) Within 30 days of the execution of this LOI, UBC will deliver to the Whitecaps a standard form lease and facilities access agreement (the "Lease and Facilities Access Agreement") for this space, completed to give effect to the terms of sections 5 to 8, above, and the Whitecaps will return an executed original of that lease agreement to UBC with the following 30 days.

DHILLON TRACK AND FIELD OVAL GRASS FIELD

- 10) Subject to the UBC's Other Obligations relating to the grass field known as "Dhillon Field" (See Appendix B), within 30 days of the execution of this LOI, UBC agrees to negotiate with the University Neighbourhood Association to grant the Whitecaps preferred usage rights or preferred booking rights for Dhillon Field during community use hours, for the DMTSC Free Rent Period, or any other such time as mutually agreed.
- 11) Commencing on the approval of the University Neighbourhoods Association of the usage or booking rights described above, UBC will undertake additional maintenance of Dhillon Field to achieve and maintain a mutually agreed upon standard, and the Whitecaps will reimburse UBC at a rate of up to \$2,000 per month plus materials, unless otherwise approved by Whitecaps (direct invoice

reimbursement) for the such use and increased maintenance costs until such time as the Whitecaps no longer use Dhillon Field under this LOI.

- 12) During the DMSTC Free Rent Period, UBC acknowledges that the Whitecaps require a temporary storage solution of approximately 1,000 square feet in close proximity to Dhillon Field, and will undertake best efforts to work with the Whitecaps to find an appropriate storage solution on a rent free basis for the Whitecaps exclusive use. The Whitecaps will pay all shipping costs to set up and remove the storage solution, and all operating costs, if any.
- 13) The Lease and Facilities Access Agreement described in Section 9 above will contain provisions consistent with Sections 10 to 12, above, together with such other commercially reasonable and responsible provisions governing the use of the Dhillon Field, including, without limitation the applicable Standard Facility Rules.

UBC THUNDERBIRD STADIUM

- 14) During the Term of this Agreement, and subject to the Standard Facility Rules, UBC will grant the Whitecaps access on a rent-free basis during non-prime times to use UBC Thunderbird Stadium for daytime practices.
- 15) During the Term of this Agreement, UBC will grant the Whitecaps access to UBC Thunderbird Stadium to hold practices during prime times, stage games and, with UBC's prior approval, other events. The Whitecaps will be charged the most preferred rate as offered by the University to other community partners for all rents and services contracted with UBC in producing such events and games, consistent with UBC's Other Obligations.
- 16) The Whitecaps will make all bookings of the Thunderbird Stadium in accordance with the Standard Facility Rules as modified to give effect to Sections 14 and 15 above, and the Regulatory Requirements. Without limiting the foregoing, the Standard Facility Rules for the Thunderbird Stadium include restrictions on the use of the Stadium for commercial activities (e.g. concerts, rallies etc.).
- 17) The Lease and Facilities Access Agreement described in Section 9 above will contain provisions consistent with Sections 14 to 16, above, together with such other commercially reasonable and responsible provisions governing the booking and use of the Thunderbird Stadium.

OTHER FIELDS OR RESOURCES AS REQUIRED

- 18) During the DMTSC Free Rent Period, UBC acknowledges that the Whitecaps require parking for approximately 50 vehicles. UBC will work to provide the Whitecaps with such parking, including as many reserved spots as possible, adjacent to or in proximity to the DMTSC West Lounge, or some combination thereof, for the duration of the DMTSC Free Rent Period, at the same rate as offered by the University to other community partners.

- 19) During the DMTSC Free Rent Period and subject to the terms of the Lease and Facilities Access Agreement, UBC will provide the Whitecaps with free access to the UBC aquatic centre and to the varsity training facility, meeting rooms and laundry facilities within the DMTSC. The Standard Facility Rules apply to all such access. Within the parameters of UBC's Other Obligations and the applicable Standard Facility Rules, UBC will make commercially reasonable efforts to facilitate the Whitecaps men's first team usage during the day and around pre-scheduled training times. In return for such access, subject to the terms of the Lease and Facilities Access Agreement, at the request of UBC, the Whitecaps will provide access and usage to all or part of the West Lounge training facility wherever possible, but at the sole discretion of the Whitecaps, acting reasonably.
- 20) During the Term of this Agreement, wherever possible, UBC, acting reasonably and without derogating from its Other Obligations, will attempt to accommodate the Whitecaps's access to any other fields or athletics facilities owned by UBC and operated by UBC Athletics that may be requested by the Whitecaps. All bookings will be subject to the applicable Standard Facility Rules, provided that the Whitecaps are charged the most preferred rate as offered by the University to other community partners on such bookings.

FIELDHOUSE (to be constructed)

- 21) UBC and the Whitecaps agree to construct a Fieldhouse (see Appendix B for proposed location) under the authority and management of the UBC (who may engage UBC Properties Trust), however, UBC agrees that the project management team will consist of at least one member appointed by the Whitecaps who will have full authority to contribute to all elements of the project which relate to the Whitecaps. The parties agree that at all times during the planning and construction of the Fieldhouse, they will work together to achieve design efficiencies and operational synergies wherever possible.
- 22) Prior to the commencement of construction of the Fieldhouse, the Whitecaps (or a related entity) will contribute a gross amount of four million Canadian dollars (\$4,000,000 CAD) to UBC for their unrestricted use.
- 23) Subject to all Regulatory Requirements being adhered to and satisfied, and the resulting final site studies and drawings, the Fieldhouse is planned to be a two storey building of approximately 25,000 square feet in total. The Fieldhouse will consist of:
- i) One distinct section of approximately 15,000 square feet in total which will be dedicated to the Whitecaps use and control (the "Whitecaps Section"). The Whitecaps will reimburse UBC for all pre-approved costs and expenses related to the construction of the Whitecaps Section, including:

- (1) utility connection costs, associated landscaping costs, consultant fees, permit fees, infrastructure impact charges, project management fees etc.; and
 - (2) a pro-rata shared portion of common costs of construction, or those costs that cannot be reasonably identified with one specific section of the Fieldhouse.
- ii) One distinct section of approximately 9,000 square feet in total which will be dedicated to the University's use and control (the "UBC Section"). The Whitecaps will not be responsible for any costs or expenses related to the construction of the UBC Section.
 - iii) Facilities which will be designated as shared facilities. The parties agree that in the design and construction of these shared facilities, each shared facility will be allocated to either the UBC Section or the Whitecaps Section and paid for accordingly. Upon completion of the Fieldhouse, the parties will agree on a cost and usage sharing arrangement with respect to such shared facilities.

The Definitive Agreement will address circumstances where one party is delayed or no longer wishes to utilize its section of the Fieldhouse.

- 24) During the Term, the Whitecaps are responsible for all operating costs of the Whitecaps Section of the Fieldhouse, either directly or through reimbursement to UBC, including without limitation the maintenance costs such as cleaning, utilities, property taxes (if any) and the services levy (if any).
- 25) UBC acknowledges that the Whitecaps require parking for approximately 80 vehicles in proximity to the Whitecaps Section of the Fieldhouse. UBC and the Whitecaps will negotiate in good faith an agreement to provide a convenient parking solution on the street or nearby, given the constraints of the Regulatory Requirements.
- 26) The parties recognize that occasionally one party may desire to use or occupy some space in the others section of the Fieldhouse. The Definitive Agreement will contain a process for developing Standard Facility Rules that shall govern such circumstances.

MATTHEWS FIELD

- 27) On the current site of Matthews Field (see Appendix B), the Whitecaps agree, at their sole cost and expense, to upgrade Matthews Field to include two (2) grass soccer fields, with an option to install some external seating and viewing areas. The work undertaken will include re-grading, enhanced irrigation systems, new subsoil, drainage and sod, secure view-block fencing and netting to stop errant soccer balls from going onto adjacent roads. The construction project and all of its components will be under the authority and management of UBC (who may engage UBC Properties Trust), however, UBC agrees that the project management team will consist of at least one member appointed by the Whitecaps who will have full

authority to contribute to all elements of the project which relate to the Whitecaps. All field upgrades to be subject to UBC's Regulatory Requirements.

- 28) Once completed, and subject to Section 30 below, UBC agrees that the Whitecaps will be the primary user of Matthews Field during the Term, and will be granted primary access – meaning access to the field of at least 85% of the anticipated usable time for field. The Whitecaps agree to allow UBC use of Matthews Field for up to fifteen percent (15%) of the actual usage time of the fields, as determined by the Whitecaps, and at all times subject to approval by Whitecaps in advance, not to be unreasonably withheld. The Definitive Agreement will contain a process for developing Standard Facility Rules that shall govern booking and access rights to the Matthews Field.
- 29) Once completed, the Whitecaps are responsible for all operating costs of Matthews Field, either directly to third party vendors, or through reimbursement to UBC. UBC agrees to work with the Whitecaps, on a best efforts basis, to ensure that Matthews Field is maintained to the standard and care of a high performance grass field, including limited usage and pursuing discussions with UBC unions regarding all field maintenance that may be required.
- 30) If after the first 10 years of the Term, UBC resolves to utilize the site of Matthews Field for other uses, UBC will provide the Whitecaps with as much notice as is reasonably possible in the circumstances, and subject to the Regulatory Requirements and UBC's Other Obligations, UBC will designate, or if necessary, have constructed a comparable field in comparable proximity to the Whitecaps Section of the Fieldhouse, which location will be subject to the Whitecaps's approval, and the terms of occupation and use set out herein shall apply to such replacement field.

ARTIFICIAL TURF FIELD

- 31) The parties wish to have constructed a new artificial turf field (the "Artificial Turf Field"). As of the date of this LOI, the UBC preferred location is the current site of Wolfson West (see Appendix B). However, if this site is not suitable, as determined by the parties in accordance with their Regulatory Requirements, UBC shall propose for the Whitecaps' approval, an alternative site. Once the parties agree on a site for the Artificial Turf Field, the Whitecaps will, at their sole cost and expense, construct the Artificial Turf Field in accordance with that approval, which construction work will include preparing the surface, installing drainage, installation of a turf product (selection of final turf product at the sole discretion of the Whitecaps), various concrete works, and new fencing and new lighting sufficient for night-time field use. The construction project and all of its components will be under the authority and management of the UBC (who may engage UBC Properties Trust), however, UBC agrees that the project management team will consist of at least one member appointed by the Whitecaps who will have full authority to contribute to all elements of the project which relate to the Whitecaps. All construction to be subject to UBC's Regulatory Requirements.

32) Once completed, for the duration of the Term unless otherwise agreed by both parties, UBC agrees that the Whitecaps will be the primary user of the Artificial Turf Field and will be granted primary access on a complementary basis. The Definitive Agreement will contain a process for developing Standard Facility Rules that shall govern booking and access rights to the Artificial Turf Field. The Whitecaps agree to allow UBC to have approximately 25% of available for use time per year of the Artificial Turf Field, in accordance with the Standard Facility Rules. Concurrently, subject to UBC's Other Obligations, UBC agrees to make commercially reasonable efforts to facilitate the Whitecaps use of approximately 25% of available for use time per year of another turf field suitable for the Whitecaps. For the duration of the Term, the Whitecaps agree to pay for any maintenance, repair, resurfacing and replacement work which may be required on to keep the Artificial Turf Field suitable for use.

GENERAL

- 33) Subject to the applicable Regulatory Requirements, the Whitecaps and with the approval of UBC, through its Development Office, the Whitecaps will negotiate sponsorship or naming rights for the whole or part of the Whitecaps Section of the Fieldhouse, which may include extending such naming rights to a corporation in exchange for consideration, provided that the length of such deal will not exceed the greater of, ten (10) years or the amount of time remaining in the Term. The University agrees that any consideration the Whitecaps may receive from such corporation for such sponsorship or naming rights, in cash or in kind, is solely for the benefit of the Whitecaps, and to use such names in all of its official publications when referring to the Whitecaps Section of the Fieldhouse, during the term of the sponsorship or naming rights deal that the Whitecaps may conclude.
- 34) The Whitecaps agree to consider using UBC Food Services for servicing any of the Whitecaps activities at the University during the Term, however, unless otherwise restricted by UBC's Other Obligations and the Standard Facility Rules, the University agrees that the Whitecaps may opt to use an outside caterer
- 35) The parties agree to work together to maximize the opportunity to engage the youth of British Columbia through their attendance at summer camps run by the Whitecaps or UBC, and shall use reasonable efforts to not directly compete with each other.
- 36) The University has campus housing options available during the summer months and will make representatives of Student Housing and Hospitality Services available to discuss options and preferred rates for Whitecaps staff, contractors, players or coaches.
- 37) At a mutually agreed time prior to December 31, 2012, and subject to the Definitive Agreement, the Whitecaps will make available to the University, fifteen (15) aluminum bleacher units, eight (8) bleacher stair sections and one (1) bleacher dolly for the University's unrestricted use.

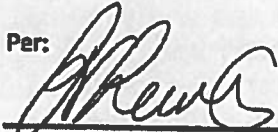
38) Concurrently with the negotiation of a Definitive Agreement, UBC and the Whitecaps agree to actively pursue an addendum to this LOI regarding the resurfacing and usage of an additional turf field. The resurfacing of this field will be at the Whitecaps sole cost and expense and both parties agree it will further enhance the overall environment of the NSDC and the University.

This LOI is executed by authorized officers of the parties effective as of the day and year first written above, and approval is given to expeditiously proceed to the Definitive Agreement guided by the principles of this LOI.

VANCOUVER WHITECAPS FC L.P., by its General Partner, WFC Football GP Ltd.

THE UNIVERSITY OF BRITISH COLUMBIA

Per:



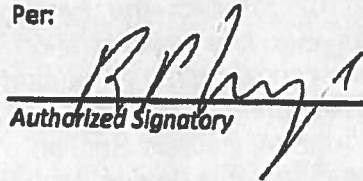
Authorized Signatory

Per:

Louise Cowin

Authorized Signatory

Per:



Authorized Signatory

THE UNIVERSITY OF BRITISH COLUMBIA



Vice President, Students
6328 Memorial Road
Vancouver, B.C. Canada V6T 1Z2
Tel: 604-822-3644
Fax: 604-822-8194

September 6, 2012

Mr. Don Ford
Vice President, Finance & Administration
Vancouver Whitecaps FC
550 -375 Water Street
Vancouver, B C V6B 5C6

Dear Mr. Ford:

Re: Letter of Intent between the University of British Columbia and the Vancouver Whitecaps FC L.P., made effective as of February 17, 2012 (the "LOI")

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree that the Non-Binding Statements of Intent, as defined in the LOI, are hereby declared to be binding upon each of the parties upon the signing of this Letter. As a result, the following amendments to the LOI are hereby agreed to:

1. The defined term "Non-Binding Statements of Intent" is hereby replaced with the term "Binding Statements of Intent" and each instance of the term is hereby deemed to be replaced.

2. The following words from pages 1-2 of the LOI are hereby deleted:

"The Commitments and the Non-Binding Statements of Intent are independent, and the parties may agree to pursue only the Commitments, and all, none, or only a part of the plans described in the Non-Binding Statements of Intent."

3. Section 3 is hereby deleted.

Each of the parties agrees to negotiate in good faith the definitive agreements which will set out in detailed terms of the Commitments and the Binding Statements of Intent.

Don Ford

Letter of Intent

September 6, 2012

The LOI, as amended hereby, is hereby ratified and confirmed.

Agreed:

**VANCOUVER WHITECAPS FC L.P., by
its General Partner, WFC Football GP Ltd.**

**THE UNIVERSITY OF BRITISH
COLUMBIA**

Per:



Authorized Signatory

Per:

Louise Guin
Authorized Signatory

Per:

Authorized Signatory