

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K



ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended July 31, 2025
or



TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to
Commission File Number: 001-09614

VAIL RESORTS®
EXPERIENCE OF A LIFETIME™

Vail Resorts, Inc.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

51-0291762

(I.R.S. Employer Identification No.)

**390 Interlocken Crescent
Broomfield, Colorado**

(Address of principal executive offices)

80021

(Zip Code)

(303) 404-1800

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.01 par value	MTN	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

(Title of class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☒ Yes ☐ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days.

☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☒

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

☐ Yes ☒ No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant, based on the closing price of \$170.12 per share as reported on the New York Stock Exchange Composite Tape on January 31, 2025 (the last business day of the registrant’s most recently completed second fiscal quarter) was \$6,277,849,993.

As of September 24, 2025, 35,884,970 shares of the registrant’s common stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant’s definitive Proxy Statement for its 2025 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission within 120 days of July 31, 2025 are incorporated by reference herein into Part III, Items 10 through 14, of this Annual Report.

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FORWARD-LOOKING STATEMENTS

Except for any historical information contained herein, the matters discussed or incorporated by reference in this Annual Report on Form 10-K (this “Form 10-K”) contain certain forward-looking statements within the meaning of the federal securities laws. These statements relate to analyses and other information, available as of the date hereof which are based on forecasts of future results and estimates of amounts not yet determinable. These statements also relate to our contemplated future prospects, developments and business strategies.

These forward-looking statements are identified by their use of terms and phrases such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “predict,” “project,” “will” and similar terms and phrases, including references to assumptions. Although we believe that our plans, intentions and expectations reflected in or suggested by such forward-looking statements are reasonable, we cannot assure you that such plans, intentions or expectations will be achieved. Important factors that could cause actual results to differ materially from our forward-looking statements include, but are not limited to:

- *prolonged weakness in general economic conditions, including adverse effects on the overall travel and leisure related industries and our business and results of operations, including a result of changes in trade policy;*
- *risks associated with the effects of high or prolonged inflation, elevated interest rates and financial institution disruptions;*
- *unfavorable weather conditions or the impact of climate change, natural disasters or other events;*
- *the ultimate amount of refunds that we could be required to refund to our pass product holders for qualifying circumstances under our Epic Coverage program;*
- *the willingness or ability of our guests to travel due to terrorism, the uncertainty of military conflicts or public health emergencies, and the cost and availability of travel options and changing consumer preferences or discretionary spending habits;*
- *risks related to travel and airline disruptions, and other adverse impacts on the ability of our guests to travel;*
- *risks related to interruptions or disruptions of our information technology systems, data security or cyberattacks;*
- *risks related to our reliance on information technology, including our failure to maintain the integrity of our customer or employee data and our ability to adapt to technological developments or industry trends;*
- *our ability to acquire, develop and implement relevant technology offerings for customers and partners;*
- *the seasonality of our business combined with adverse events that may occur during our peak operating periods;*
- *competition in our mountain and lodging businesses or with other recreational and leisure activities;*
- *risks related to the high fixed cost structure of our business;*
- *our ability to fund resort capital expenditures, or accurately identify the need for, or anticipate the timing of certain capital expenditures;*
- *risks related to a disruption in our water supply that would impact our snowmaking capabilities and operations;*
- *our reliance on government permits or approvals for our use of public land or to make operational and capital improvements;*
- *risks related to resource efficiency transformation initiatives;*
- *risks related to federal, state, local and foreign government laws, rules and regulations, including environmental and health and safety laws and regulations;*
- *risks related to changes in security and privacy laws and regulations which could increase our operating costs and adversely affect our ability to market our products, properties and services effectively;*
- *potential failure to adapt to technological developments or industry trends regarding information technology;*
- *our ability to successfully launch and promote adoption of new products, technology, services and programs;*
- *risks related to our workforce, including increased labor costs, loss of key personnel and our ability to maintain adequate staffing, including hiring and retaining a sufficient seasonal workforce;*
- *risks related to labor disruptions or strikes from labor unions representing certain employees;*
- *our ability to successfully integrate acquired businesses, including their integration into our internal controls and infrastructure; our ability to successfully navigate new markets, including Europe; or that acquired businesses may fail to perform in accordance with expectations;*
- *a deterioration in the quality or reputation of our brands, including our ability to protect our intellectual property and the risk of accidents at our mountain resorts;*
- *risks related to scrutiny and changing expectations regarding our sustainability practices and reporting;*
- *risks associated with international operations, including fluctuations in foreign currency exchange rates where the Company has foreign currency exposure, primarily the Canadian and Australian dollars and the Swiss franc, as compared to the U.S. dollar;*
- *changes in tax laws, regulations or interpretations, or adverse determinations by taxing authorities;*

- *risks related to our indebtedness and our ability to satisfy our debt service requirements under our outstanding debt including our unsecured senior notes, which could reduce our ability to use our cash flow to fund our operations, capital expenditures, future business opportunities and other purposes;*
- *a materially adverse change in our financial condition;*
- *adverse consequences of current or future litigation and legal claims;*
- *changes in accounting judgments and estimates, accounting principles, policies or guidelines; and*
- *other risks and uncertainties included under Part I, Item 1A. "Risk Factors" in this document.*

All forward-looking statements attributable to us or any persons acting on our behalf are expressly qualified in their entirety by these cautionary statements.

If one or more of these risks or uncertainties materialize, or if underlying assumptions prove incorrect, our actual results may vary materially from those expected, estimated or projected. Given these uncertainties, users of the information included or incorporated by reference in this Form 10-K, including investors and prospective investors, are cautioned not to place undue reliance on such forward-looking statements. Actual results may differ materially from those suggested by the forward-looking statements that we make for a number of reasons including those described above and in Part I, Item 1A. "Risk Factors" of this Form 10-K. All forward-looking statements are made only as of the date hereof. Except as may be required by law, we do not intend to update these forward-looking statements, even if new information, future events or other circumstances have made them incorrect or misleading.

PART I

ITEM 1. BUSINESS.

General

Vail Resorts, Inc., together with its subsidiaries, is referred to throughout this document as “we,” “us,” “our” or the “Company.”

Vail Resorts, Inc., a Delaware corporation, was organized as a holding company in 1997 and operates through various subsidiaries. Our operations are grouped into three reportable segments: Mountain, Lodging and Real Estate, which represented approximately 89%, 11% and 0%, respectively, of our net revenue for our fiscal year ended July 31, 2025 (“Fiscal 2025”).

Our Mountain segment operates 42 world-class destination mountain resorts and regional ski areas (collectively, our “Resorts”). Additionally, the Mountain segment includes ancillary services, primarily including ski school, dining and retail/rental operations.

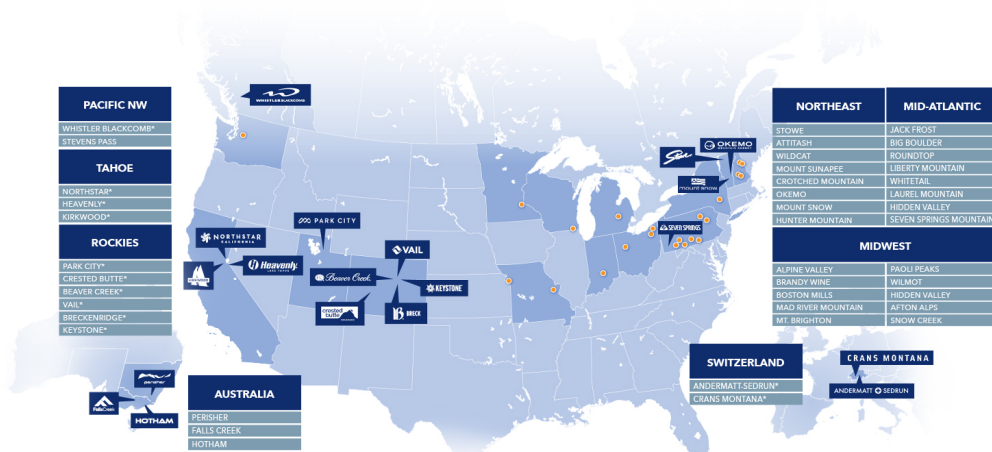
In the Lodging segment, we own and/or manage a collection of luxury hotels and condominiums under our RockResorts brand, other strategic lodging properties and a large number of condominiums located in proximity to our North American mountain resorts, National Park Service (“NPS”) concessioner properties including the Grand Teton Lodge Company (“GTLC”), which operates destination resorts in Grand Teton National Park, a Colorado resort ground transportation company and mountain resort golf courses.

We refer to “Resort” as the combination of the Mountain and Lodging segments. Our Real Estate segment owns, develops and sells real estate in and around our resort communities.

For financial information and other information about the Company’s segments and geographic areas, see Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and Item 8. “Financial Statements and Supplementary Data.”

Mountain Segment

In the Mountain segment, the Company operates the following 42 destination mountain resorts and regional ski areas, including five resorts within the top ten most visited resorts in the United States for the 2024/2025 North American ski season:



**Denotes a destination mountain resort, which generally receives a meaningful portion of skier visits from long-distance travelers, as opposed to our regional ski areas, which tend to generate skier visits predominantly from their respective local markets.*

Our Mountain segment derives revenue through the sale of lift tickets, including pass products, as well as a comprehensive offering of amenities available to guests, including ski and snowboard lessons, equipment rentals and retail merchandise sales, a variety of dining venues, private club operations and other winter and summer recreational activities. In addition to providing extensive guest amenities, we also lease some of our owned and leased commercial space to third party operators to add unique restaurants and retail stores to the mix of amenities at the base of our resorts.

Many of our destination mountain resorts operate year-round and provide a comprehensive resort experience to a diverse clientele with an attractive demographic profile. We offer a broad complement of winter and summer recreational activities, including skiing, snowboarding, snowshoeing, snowtubing, sightseeing, mountain biking, guided hiking, zip lines, challenge ropes courses, alpine slides, mountain coasters, children's activities and other recreational activities. Collectively, our Resorts are located in close proximity to population centers totaling approximately 110 million people.

Destination Mountain Resorts

Rocky Mountains (Colorado and Utah Resorts)

- Vail Mountain Resort (“Vail Mountain”) - the second most visited mountain resort in the United States (“U.S.”) for the 2024/2025 ski season. Vail Mountain offers some of the most expansive and varied terrain in North America with approximately 5,300 skiable acres including seven world renowned back bowls and the resort’s Blue Sky Basin.
- Breckenridge Ski Resort (“Breckenridge”) - the most visited mountain resort in the U.S. for the 2024/2025 ski season with five interconnected peaks offering an expansive variety of terrain for every skill level, including access to above tree line intermediate and expert terrain, and progressive and award-winning terrain parks.
- Park City Resort (“Park City”) - the fourth most visited mountain resort in the U.S. for the 2024/2025 ski season and the largest by acreage in the U.S. Park City offers 7,300 skiable acres, including diverse terrain for every type of skier and snowboarder. In 2024, the International Olympic Committee selected Salt Lake City as the host for the 2034 Winter Olympics, naming Park City as an official venue for certain competitions.
- Keystone Resort (“Keystone”) - the ninth most visited mountain resort in the U.S. for the 2024/2025 ski season, as well as the largest area for night skiing in Colorado. Keystone is a premier destination for families with its “Kidtopia” program focused on providing activities for kids on and off the mountain.

- Beaver Creek Resort (“Beaver Creek”) - the tenth most visited mountain resort in the U.S. for the 2024/2025 ski season. Beaver Creek is a European-style resort with multiple villages and also includes a world renowned children’s ski school program focused on providing a first-class experience with unique amenities such as a dedicated children’s gondola.
- Crested Butte Mountain Resort (“Crested Butte”) - located in southwest Colorado and includes over 1,500 skiable acres and over 3,000 feet of vertical drop. Crested Butte is known for its historic town, iconic mountain peaks and legendary skiing and riding terrain.

Pacific Northwest (British Columbia, Canada)

- Whistler Blackcomb (“Whistler Blackcomb”) - located in the Coast Mountains of British Columbia, Canada, approximately 85 miles (135 kilometers) from the Vancouver International Airport, Whistler Blackcomb is the largest year-round mountain resort in North America, with two mountains connected by the PEAK 2 PEAK gondola, which combined offer over 200 marked runs, over 8,000 skiable acres (3,300 hectares), 16 alpine bowls, three glaciers and one of the longest ski seasons in North America. In the summer Whistler Blackcomb offers a variety of activities, including hiking trails, a bike park and sightseeing. Whistler Blackcomb is a popular destination for international visitors and was home to the 2010 Winter Olympics.

Lake Tahoe Resorts

- Heavenly Mountain Resort (“Heavenly”) - the thirteenth most visited mountain resort in the U.S. for the 2024/2025 ski season. Located near the South Shore of Lake Tahoe with over 4,800 skiable acres, Heavenly straddles the border of California and Nevada and offers unique and spectacular views of Lake Tahoe. Heavenly offers great nightlife, including its proximity to several casinos.
- Northstar Resort (“Northstar”) - located near the North Shore of Lake Tahoe, Northstar is the premier luxury mountain resort destination near Lake Tahoe which offers premium lodging, a vibrant base area and over 3,000 skiable acres. Northstar’s village features high-end shops and restaurants, a conference center and a 9,000 square-foot skating rink.
- Kirkwood Mountain Resort (“Kirkwood”) - located about 35 miles southwest of South Lake Tahoe, offering a unique location atop the Sierra Crest, Kirkwood is recognized for offering some of the best high alpine advanced terrain in North America with 2,000 feet of vertical drop and over 2,300 skiable acres.

Switzerland

- Andermatt-Sedrun (“Andermatt-Sedrun”) - located approximately 70 miles (110 kilometers) from Zurich, Switzerland in the Ursern Valley of the Swiss Alps and approximately 200 miles (320 kilometers) from Geneva, Switzerland. Andermatt-Sedrun offers nearly 75 miles (120 kilometers) of varied terrain and a top elevation of 9,800 feet (3,000 meters) across the mountains of Andermatt, Sedrun and Gemsstock, with connected access to Disentis, which is independently owned. The ski area spans over 10 miles (16 kilometers) of scenic high alpine terrain between Andermatt and Sedrun, including the iconic Oberalp Pass, and is connected by the Matterhorn Gotthard Bahn, a railway which operates year-round.
- Crans-Montana Mountain Resort (“Crans-Montana”) - during Fiscal 2024, we acquired a controlling interest in Crans-Montana, marking our second owned and operated resort in Europe. Crans-Montana Mountain Resort is located in the Valais canton of Switzerland, approximately 125 miles (200 kilometers) from Geneva and approximately 190 miles (310 kilometers) from Zurich. The resort spans nearly 4,600 feet (1,400 meters) of skiable vertical terrain, and approximately 87 miles (140 kilometers) of trails. Crans-Montana has a legacy of being a renowned outdoor sports destination, having hosted signature events such as the Ski World Cup, Mountain Bike World Cup, Omega European Masters and Caprices Festival. The commune of Crans-Montana has gourmet restaurants and luxury retail stores, as well as five-star hotels. Additionally, the International Ski Federation Council has awarded the FIS Alpine World Ski Championships 2027 to Crans-Montana.

Regional Ski Areas

Our ski resort network allows us to connect guests with drive-to access and destination resort access on a single pass product. Building a presence near major metropolitan areas with large populations enables us to drive advance commitment pass product sales among a broad array of guests.

Northeast

We own and operate eight regional ski areas in the Northeast that we believe provide a compelling regional and local connection to guests within driving distance from the New York, Boston and the greater New England markets. Stowe is the premier, high-end regional ski area in the Northeast offering outstanding skiing and an exceptional base area experience. Okemo and Mount Snow are compelling regional destinations serving guests in the New York metropolitan area and throughout New England. Hunter Mountain is a day-trip ski area primarily serving the New York metropolitan area. Additionally, we own four ski areas in New Hampshire serving guests throughout New England.

Mid-Atlantic (Pennsylvania)

We own and operate eight regional ski areas in the Mid-Atlantic region serving guests in Philadelphia, Pittsburgh, Southern New Jersey, Baltimore and Washington D.C. Our presence in the region allows us to offer compelling local options and easy overnight weekend and holiday trips, which are within driving distance from these markets.

Midwest

We own and operate ten regional ski areas in the Midwest that draw guests from Chicago, Detroit, Minneapolis, St. Louis, Indianapolis, Cleveland, Columbus, Kansas City and Louisville, among others. Located within close proximity to major metropolitan markets, these ski areas provide beginners with easy access to beginner ski programs and many also offer night skiing for young adults and families. Additionally, the proximity of these ski areas to metropolitan areas allows for regular usage by avid skiers.

Pacific Northwest (U.S.)

Located less than 85 miles from Seattle on the crest of Washington State's Cascade Range, Stevens Pass Resort ("Stevens Pass") offers terrain for all levels across more than 1,100 acres of skiable terrain. Stevens Pass has operated for over 80 years and is known for its numerous bowls, glades and faces, as well as extensive lighted terrain for skiing and riding well into the evening.

Australia

Australia is an important market for both domestic skiing during the Australian winter and as a source of international visitation to the Northern Hemisphere in the Australian off-season, with typically over one million estimated Australian skier visits annually to North America, Europe and Japan. We own three of the five largest ski areas in Australia, which we serve with the Epic Australia Pass, an Australian dollar denominated pass product marketed specifically to Australian guests. Perisher, located in New South Wales, is the largest ski resort in Australia and targets guests in the Sydney metropolitan area and the broader New South Wales market, while Falls Creek and Mount Hotham are two of the largest ski areas in Victoria and target guests in the Melbourne metropolitan area and the broader Victoria market.

Ski Industry/Competition

There are approximately 780 ski areas operating in North America with approximately 490 in the U.S., ranging from small ski area operations that service day skiers to large resorts that attract both day skiers and destination guests looking for a comprehensive vacation experience. During the 2024/2025 North American ski season, combined skier visits for all ski areas in North America were approximately 81.1 million. Our North American Resorts had approximately 15.4 million skier visits during the 2024/2025 ski season, representing approximately 18.9% of North American skier visits.

There is limited opportunity for development of new destination ski resorts due to the limited private lands on which ski areas can be built, the difficulty in obtaining the appropriate governmental approvals to build on public lands and the significant capital needed to construct the necessary infrastructure. As such, there have been virtually no new destination ski resorts of scale in North America for nearly 45 years, which has allowed and should continue to allow the best-positioned destination resorts to benefit from future industry growth. Our resorts compete with other major destination mountain resorts, including, among others, Aspen Snowmass, Deer Valley, Jackson Hole, Copper Mountain, Steamboat, Winter Park, Snowbird, Palisades Tahoe, Killington, Mammoth, St. Moritz and Zermatt, as well as other ski areas in Colorado, California, Nevada, Utah, the Pacific Northwest, the Northeast, the Southwest, British Columbia, Canada, Australia and Switzerland, and other destination ski areas worldwide as well as non-ski related vacation options and destinations. Additionally, our pass products compete with other single and multi-resort frequency pass products in North America, including the IKON Pass, the Mountain Collective Pass and various regional and local pass products.

The ski industry statistics stated in this section have been derived primarily from data published by the Canadian Ski Council and Kottke National End of Season Surveys as well as other industry publications.

Our Competitive Strengths

We believe our premier resorts and business model differentiate our Company from the rest of the ski industry. We own and operate some of the most iconic, branded destination mountain resorts in geographically diverse and important ski destinations in North America, including Colorado, Utah, Lake Tahoe and the Pacific Northwest, including British Columbia, Canada. These resorts are complemented by regional ski areas in the Northeast, Pacific Northwest, Midwest and Mid-Atlantic regions, which are strategically positioned near key U.S. population centers, as well as three ski areas in Australia and two ski resorts in Switzerland. Through our data-driven marketing analytics and personalized marketing capabilities, we target increased penetration of ski pass products, providing our guests with a strong value proposition in return for guests committing to ski or ride at our resorts prior to, or very early into the ski season, which we believe attracts more guests to our resorts. We believe we invest in more capital improvements than our competitors and we create synergies through our owned and operated network of resorts, which enhances our profitability by enabling customers to access our network of resorts with our pass products. Many of our destination mountain resorts located in the U.S. typically rank in the most visited ski resorts in the U.S. (five of the top ten for the 2024/2025 U.S. ski season), and most of our destination mountain resorts are consistently in the top ranked ski resorts in North America according to industry surveys, which we attribute to our ability to provide a high-quality experience.

We believe the following factors contribute directly to each Resort's success:

Exceptional Mountain Experience

- **World-Class Destination Mountain Resorts and Integrated Base Resort Areas**

Our destination mountain resorts offer a multitude of skiing and snowboarding experiences for the beginner, intermediate, advanced and expert levels. Each destination mountain resort is fully integrated into expansive resort base areas offering a broad array of lodging, dining, retail, nightlife and other amenities, some of which we own or manage.

- **Snow Conditions**

Our Resorts in the Rocky Mountain region of Colorado and Utah, the Sierra Nevada Mountains in Lake Tahoe and the Coast Mountains in British Columbia, Canada generally receive abundant snowfall each year, but we have invested significantly in snowmaking systems in these areas which help to provide a more consistent guest experience, especially in the early season.

We have made significant investments in our snowmaking systems within the past several years that have transformed the early-season terrain experience at Vail, Keystone, Beaver Creek and Park City. Our other ski areas receive less snowfall than our western North American mountain resorts, but we have invested in snowmaking operations at these resorts in order to provide a consistent experience for our guests. In calendar year 2025, the Company invested in snowmaking projects at Andermatt-Sedrun in order to enhance the early season guest experience and improve energy efficiency. Since calendar year 2015 we have invested over \$100 million in improved snowmaking capabilities across our network. Additionally, we provide several hundred acres of groomed terrain at each of our mountain resorts with extensive fleets of snow grooming equipment.

- **Lift Service**

We systematically upgrade our lifts and put in new lifts to increase uphill capacity and streamline skier traffic to maximize the guest experience. Discretionary capital expenditures expected for the remainder of calendar year 2025 include, among other projects:

- replacing Perisher's Double and Triple Chairs with a new high-speed six-person lift, which was completed in advance of the 2025 winter season in Australia; and
- replacing Park City's fixed-grip two-person lift with a new ten-person Sunrise Gondola in partnership with Canyons Village Management Association, which will provide improved access and enhanced guest experience for existing and future developments within Canyons Village.

- **Since calendar year 2015 we have invested over \$500 million in lift upgrades and new lifts across our network, which meaningfully increased lift capacity and reduced wait times at those lift locations, including three new or replacement lifts across two Resorts for the 2024/2025 North American ski season. Significant investments in the past ten years include, among other projects:**

- replacing Whistler Blackcomb's existing four-person high-speed Jersey Cream lift with a new six-person high-speed lift;

- replacing Hunter Mountain's existing fixed-grip four-person Broadway lift with a new high-speed six-person lift and replacing and relocating the existing two-person fixed-grip E lift with a new four-person lift;
- a new high-speed six-person lift in Bergman Bowl at Keystone;
- replacing Breckenridge's fixed-grip double 5-Chair with a new high-speed four-person lift;
- replacing Whistler Blackcomb's existing four-person high-speed Fitzsimmons lift with a new high-speed eight-person lift;
- replacing Stevens Pass' current fixed-grip double Kehr's Chair lift with a new four-person lift;
- replacing the three-person fixed-grip Summit Triple lift at Attitash with a new high-speed four-person lift;
- a new high-speed ten-person gondola at Whistler Blackcomb replacing the existing six-person gondola;
- replacing Whistler Blackcomb's existing Big Red Express high-speed four-person lift with a high-speed six-person lift;
- a new high-speed four-person lift in Vail's Sun Down Bowl;
- replacing the four-person lift in Vail's Game Creek Bowl with a new high-speed six-person lift;
- replacing Breckenridge's fixed-grip double Rip's Ride lift with a high-speed four-person lift;
- a new high-speed six-person chair replacing Northstar's Comstock four-person lift;
- replacing Heavenly's fixed-grip triple North Bowl lift with a high-speed four-person lift;
- replacing 11 existing lifts at Stowe, Mount Snow, Attitash, Boston Mills, Brandywine, Jack Frost and Big Boulder with new high-speed and fixed-grip lifts;
- the 250-acre lift-served terrain expansion in the McCoy Park area of Beaver Creek;
- a new four-person high-speed lift to serve Peak 7 at Breckenridge;
- replacing the four-person Peru lift at Keystone with a six-person high-speed chairlift;
- an upgrade of the four-person Quantum lift at Okemo with a six-person high-speed chairlift, relocating the existing four-person Quantum lift to replace the Green Ridge three-person fixed-grip chairlift;
- upgrading the Daisy and Brooks fixed-grip lifts at Stevens Pass to four-person high-speed lifts;
- installing a new 10-person gondola running from the base to the top of Blackcomb Mountain, replacing the Wizard and Solar four person chairs with a single state-of-the-art gondola;
- upgrading the four-person Emerald express lift to a high-speed six-person lift on Whistler Mountain;
- upgrading the fixed-grip High Meadow lift to a four-person high-speed lift at the Canyons area of Park City;
- replacing each of the Northwoods lift at Vail Mountain, the Peak 10 Falcon SuperChair at Breckenridge and the Montezuma lift at Keystone with new high-speed, six-passenger lifts;
- replacing the existing Avanti four-person quad lift at Vail with a new six-person high-speed lift; and
- installing a new high-speed eight-person Gondola at the combined Park City and Canyons resort, allowing access between the two former resorts for the first time, connecting the base of the Silverlode Lift at Park City with the Flatiron Lift at Canyons.

- **Terrain Parks**

We are committed to leading the industry in terrain park design, education and events for the growing segment of freestyle skiers and snowboarders. Each of our destination mountain resorts has multiple terrain parks that include progressively-challenging features. These park structures, coupled with freestyle ski school programs, promote systematic learning from basic to professional skills.

Extraordinary Service and Amenities

- **Commitment to the Guest Experience**

Our focus is to provide quality service at every touch point of the guest journey. Prior to arrival at our mountain resorts, guests can receive personal assistance through our full-service, central reservations group and through our comprehensive websites to book desired lodging accommodations, lift tickets and pass products, ski school lessons, equipment rentals, activities and other resort services. Upon arrival, our resort staff serve as ambassadors to engage guests, answer questions and foster a customer-focused environment. We are also committed to ongoing technological innovation as a means to further enhance the quality of the guest experience and continue to shape our industry and culture. We recently achieved the following technological milestones:

- My Epic mobile application (“My Epic App”) - My Epic App allows our guests to purchase their pass product or lift ticket online and access our Resorts via the new app, utilizing hands free Bluetooth® technology, eliminating the need to wait in line to purchase lift tickets. In addition, the My Epic App allows guests to capture their activity on the mountain (e.g. number of ski days, vertical feet skied and chairlift activity); provides current trail maps along with real-time trail and lift status; allows guests to access real and forecasted lift line wait times; and provides information regarding parking, dining, events and other on-mountain activities. The My Epic App also provides access to My Epic Gear, My Epic Assistant and the new Ski & Ride School features, as discussed below.
- My Epic Assistant mobile application (“My Epic Assistant”) - During the 2024/2025 North American ski season, we launched the new My Epic Assistant, a new technology within My Epic App. This feature was launched to a limited number of Epic Pass holders at Vail, Beaver Creek, Breckenridge and Keystone and the application feature is planned to be made available to additional resorts and guests in future seasons. Powered by artificial intelligence and resort experts, My Epic Assistant provides real-time service to allow our guests to navigate their day at our resorts with confidence, efficiency and ease. Whether looking for the latest snow conditions, or on-mountain support with rentals and lessons, guests can simply open the My Epic App and use My Epic Assistant to point them in the right direction.
- My Epic Gear - During the 2023/2024 North American ski season, we launched a new gear membership program, My Epic Gear, which provides members with the ability to choose the gear they want from a selection of popular ski and snowboard models, and have that gear delivered to them when and where they want it, with free slopeside pick up and drop off. My Epic Gear is designed to allow users to manage their entire experience from gear selection to boot fitting to delivery all from our My Epic App. This program is now offered at a total of 12 destination and regional resorts across North America, including a recent expansion into kids’ gear.

We also solicit guest feedback through a variety of surveys and results, which are used to ensure high levels of customer satisfaction, understand trends and develop future resort programs and amenities. We then utilize this guest feedback to help us focus our capital spending and operational efforts on the areas of the greatest need.

- Frontline Talent

Our talent philosophy is designed to enable us to fully achieve our mission and vision by ensuring we have the talent in place to deliver on our future growth plans, and we believe our frontline talent is a strategic advantage. Over the past several years, ongoing investments in frontline talent have driven strong staffing levels, with high engagement and season-to-season return rates, enabling our mountain resorts to deliver strong guest experience results, including on-mountain activities as well as at our restaurants, lodging, ski and ride school, and retail/rental locations. For more information, refer to the “Human Capital Management” section.

- Season Pass & Epic Day Pass Products

We offer a variety of pass products, primarily season pass and Epic Day Pass products, for all of our Resorts that are marketed towards both out-of-state and international (“Destination”) guests as well as in-state and local (“Local”) guests. These pass products are available for purchase prior to the start of the ski season, offering our guests value in exchange for their commitment to pass products with access to our Resorts before the season begins. Our pass program drives strong customer loyalty and mitigates exposure to more weather sensitive guests, leading to greater revenue stability and allowing us to capture valuable guest data. Additionally, our pass product customers typically ski more days each season than those guests who do not buy pass products, which leads to additional ancillary spending. In addition, our pass products attract new guests to our Resorts. For Fiscal 2025, our pass products generated approximately 65% of our total lift revenue and approximately 75% of total visitation (excluding complimentary access). Sales of pass products are a key component of our overall Mountain segment revenue and help create strong synergies among our Resorts. Our pass product offerings range from providing access for a certain number of days to one or a combination of our Resorts to our Epic Pass, which allows pass holders unlimited and unrestricted access to all of our Resorts. The Epic Day Pass is a customizable one to seven day pass product purchased in advance of the season, for those skiers and riders who want to purchase access for a certain number of days during the season, and which is available in three tiers of resort offerings. All of our various pass product options can be found on our consumer website www.snow.com. Information on our websites does not constitute part of this document.

As part of our continued strategy to drive pass product sales and create a stronger connection between key skier markets and our iconic destination mountain resorts, we have continued to expand our portfolio of properties in recent years. We acquired Crans-Montana and Andermatt-Sedrun in May 2024 and August 2022, respectively. These acquisitions represent strategic investments to operate ski resorts in Europe as a part of our continued focus to expand our network of resort offerings, which provides a differentiated suite of options to our guests. In December 2021, we acquired Seven Springs Mountain Resort, Hidden Valley Resort and Laurel Mountain Ski Area in Pennsylvania (collectively, the “Seven Springs Resorts”), which added three regional ski areas strategically located near Pittsburgh, expanding our presence in the Mid-Atlantic region and generating incremental drive-to business from other major metropolitan areas such as Washington DC, Baltimore and Cleveland. Additionally, we enter into strategic long-term season pass alliance agreements with third-party mountain resorts, which for the 2025/2026 ski season include Telluride Ski Resort in Colorado, Hakuba Valley and Rusutsu Resort in Japan, Resorts of the Canadian Rockies in Canada, Les 3 Vallées in France, Disentis Ski Area and Verbier 4 Vallées in Switzerland, Skirama Dolomiti in Italy and Ski Arlberg, Saalbach and Zell am See-Kaprun, Mayrhofen and Hintertux, Sölden and Silvretta Montafon in Austria, which further increase the value proposition of our pass products.

Pass product holders also receive additional value in exchange for their advance commitment through our Epic Mountain Rewards program, which provides pass product holders a discount of 20% off on-mountain food and beverage, lodging, group ski school lessons, equipment rentals and more at our North American owned and operated Resorts. Epic Mountain Rewards is available for everyone who purchases an Epic Pass, Epic Local Pass, Epic Day Pass, Epic Military Pass and most of our other pass products, regardless of whether guests plan to ski one day or every day of the season. Additionally, Epic Coverage is included with the purchase of all pass products for no additional charge and provides refunds in the event of certain resort closures and certain travel restrictions, giving pass holders a refund for any portion of the season that is lost due to qualifying circumstances. Epic Coverage also provides refunds for qualifying personal circumstances including eligible injuries, job losses and other personal events.

Beginning in the 2025/2026 North American ski season, we are launching Epic Friend Tickets as a new benefit for our season-long pass holders. Pass Holders with an Epic Pass, Epic Local Pass, Epic Military Pass, Northeast Value Pass, and most of the Company's other season-long passes will receive up to ten Epic Friend Tickets, depending on when they purchased their Pass. Epic Friend Tickets provide 50% off lift tickets at the company's 37 North American resorts for the 2025/26 winter season. Plus, friends can also apply 100% of the cost of one redeemed Epic Friend Ticket toward an eligible 2026/27 Epic Pass. Epic Friend Tickets replace and upgrade the former Pass benefits, Buddy Tickets and Ski With A Friend, which generally offered much lower savings on lift ticket prices, and which varied by resort. This program is designed to enhance the value proposition of our pass products by encouraging social engagement and increasing trial among prospective guests.

- Premier Ski Schools

Our mountain resorts are home to some of the highest quality and most widely recognized ski schools in the industry. Through a combination of outstanding training and abundant work opportunities, our ski schools have become home to many of the most experienced and credentialed professionals in the business. We complement our instructor staff with state-of-the-art facilities and extensive learning terrain, all with a keen attention to guest needs. We offer a wide variety of adult and child group and private lesson options with a goal of creating lifelong skiers and riders and showcasing to our guests all the terrain our resorts have to offer.

During the 2024/2025 North American ski season, we announced the new Ski and Ride School in the My Epic App which is scheduled to launch for the upcoming 2025/2026 North American ski season. The Ski and Ride School in the My Epic App is a new technology that creates a seamless, connected and next-level ski and ride school experience. Beginning in the 2025/2026 North American ski season, Ski and Ride School features will be automatically available in the My Epic App for group lesson participants at Vail, Beaver Creek, Breckenridge and Keystone, offering digital check-in, real-time lesson updates, photo sharing, skills tracking, milestone badges and more.

- Dining

Our Resorts provide a variety of quality on-mountain and base village dining venues, ranging from top-rated fine dining restaurants to on-mountain express service restaurants. For the 2024/2025 ski season, we operated approximately 274 dining venues at our Resorts.

- Retail/Rental

We have approximately 340 retail/rental locations specializing in sporting goods including ski, snowboard and cycling equipment. Several of our rental locations offer delivery services, bringing ski and snowboard gear and expert advice directly to our guests. In addition to providing a major retail/rental presence at each of our Resorts, we also have retail/

rental locations throughout the Colorado Front Range and in Minneapolis. During the 2023/2024 North American ski season, we launched a new gear membership program, My Epic Gear, which reimagines the traditional gear rental and ownership model, with the goal of providing more choices, at a lower cost and less hassle to our customers. This program is now offered at a total of 12 destination and regional resorts across North America, including a recent expansion into kids' gear. My Epic Gear provides members with the ability to choose the gear they want from a selection of popular ski and snowboard models, and have it delivered to them when and where they want it, with free slopeside pick up and drop off.

- **On-Mountain Activities**

We are a ski industry leader in providing comprehensive destination vacation experiences, including on-mountain activities designed to appeal to a broad range of interests. During the winter season, in addition to our offered ski experiences, guests can choose from a variety of non-ski related activities such as snowtubing, snowshoeing, scenic snow cat tours, backcountry expeditions, horse-drawn sleigh rides and high-altitude dining. During the summer season, our mountain resorts offer non-ski related recreational activities including scenic chairlift and gondola rides, mountain biking, horseback riding, guided hiking, 4x4 Jeep tours and our Epic Discovery program at Vail Mountain, Heavenly and Breckenridge. The Epic Discovery program encourages "learn through play" by featuring environmental educational elements interspersed between numerous activities, consisting of zip lines, children's activities, challenge ropes courses, tubing, mountain excursions, an alpine slide and alpine coasters. The Mountain segment also operates several company-owned mountain resort golf courses, including three in Colorado, one in Vermont and two in Pennsylvania.

- **Lodging and Real Estate**

High quality lodging options are an integral part of providing a complete resort experience. Our owned and managed properties proximate to our mountain resorts, including six RockResorts branded properties (with a seventh RockResorts property planned for opening in Keystone, Colorado during the 2025/2026 North American ski season) and a significant inventory of managed condominium units, provide numerous accommodation options for our mountain resort guests. Our recent real estate efforts have primarily focused on the potential to expand our destination bed base and upgrade our resorts through the sale of land parcels to third-party developers, which in turn provides opportunity for the development of condominiums, luxury hotels, parking and commercial space for restaurants and retail shops. Our Lodging and Real Estate segments have and continue to invest in resort related assets and amenities or seek opportunities to expand and enhance the overall resort experience.

Lodging Segment

Our Lodging segment includes owned and managed lodging properties, including those under our luxury hotel brand, RockResorts; managed condominium units which are in and around our mountain resorts in Colorado, Lake Tahoe, Utah, Vermont, New York, Pennsylvania and British Columbia, Canada; two NPS concessioner properties in and near Grand Teton National Park in Wyoming; a resort ground transportation company in Colorado; and company-owned and operated mountain resort golf courses managed by our Lodging operations, including two in Colorado, one in Wyoming, one in Lake Tahoe, California, and one in Park City, Utah. For additional property details, see Item 2. "Properties".

The Lodging segment currently includes approximately 5,000 owned and managed hotel rooms and condominium units. Our lodging strategy seeks to complement and enhance our mountain resort operations through our ownership or management of lodging properties and condominiums proximate to our mountain resorts and selective management of luxury resort hotels in premier destination locations.

In addition to our portfolio of owned and managed luxury resort hotels and other hotels and properties, our lodging business also includes a Colorado ground transportation company, which represents the first point of contact with many of our guests when they arrive by air to Colorado. We offer year-round ground transportation from Denver International Airport and Eagle County Airport to the Vail Valley (locations in and around Vail, Beaver Creek, Avon and Edwards) and Summit County (which includes Keystone, Breckenridge, Copper Mountain, Frisco and Silverthorne).

Lodging Industry/Market

Hotels are categorized by Smith Travel Research, a leading lodging industry research firm, as luxury, upper upscale, upscale, upper midscale, midscale and economy. The service quality and level of accommodations of our RockResorts' hotels place them in the luxury segment, which represents hotels achieving the highest average daily rates ("ADR") in the industry, and includes such brands as the Four Seasons, Ritz-Carlton and Marriott's Luxury Collection hotels. Our other hotels are categorized in the upper upscale and upscale segments of the hotel market. The luxury and upper upscale segments consist of

approximately 890,000 rooms at approximately 3,000 properties in the U.S. as of July 31, 2025. For Fiscal 2025, our owned hotels, which include a combination of RockResort hotels as well as other hotels in proximity to our Resorts, had an overall ADR of \$325.65, a paid occupancy rate of 52.4% and revenue per available room (“RevPAR”) of \$170.70, as compared to the upper upscale segment’s ADR of \$228.67, a paid occupancy rate of 68.5% and RevPAR of \$156.74. We believe that this comparison to the upper upscale segment is appropriate as our mix of owned hotels include those in the luxury and upper upscale segments, as well as some of our hotels that fall in the upscale segment. The highly seasonal nature of our lodging properties typically results in lower average occupancy as compared to the upper upscale segment of the lodging industry as a whole.

Competition

Competition in the hotel industry is generally based on quality and consistency of rooms, restaurants, meeting facilities and services, the attractiveness of locations, availability of a global distribution system and price. Our properties compete within their geographic markets with hotels and resorts that include locally-owned independent hotels, as well as facilities owned or managed by national and international chains, including such brands as Four Seasons, Hilton, Hyatt, Marriott, Ritz-Carlton and Westin. Our properties also compete for convention and conference business across the national market. We believe we are highly competitive in the resort hotel niche for the following reasons:

- all of our hotels are located in unique, highly desirable resort destinations;
- our hotel portfolio has achieved some of the most prestigious hotel designations in the world, including two properties in our portfolio that are currently rated as AAA 4-Diamond;
- many of our hotels (both owned and managed) are designed to provide a look that feels indigenous to their surroundings, enhancing the guest’s vacation experience;
- each of our RockResorts hotels provides the same high level of quality and services, while still providing unique characteristics which distinguish the resorts from one another. This appeals to travelers looking for consistency in quality and service offerings together with an experience more unique than typically offered by larger luxury hotel chains;
- many of the hotels in our portfolio provide a wide array of amenities available to the guest such as access to world-class ski and golf resorts, spa and fitness facilities, water sports and a number of other outdoor activities, as well as highly acclaimed dining options;
- conference space with the latest technology is available at most of our hotels. In addition, guests at Keystone can use our company-owned Keystone Conference Center, the largest conference facility in the Colorado Rocky Mountain region with more than 100,000 square feet of meeting, exhibit and function space. The Seven Springs Resorts also provide conference services, offering over 77,000 square feet of meeting and function space;
- we have a central reservations system that leverages our mountain resort reservations system and has an online planning and booking platform, offering our guests a seamless and useful way to make reservations at our resorts; and
- we actively upgrade the quality of the accommodations and amenities available at our hotels through capital improvements. Capital funding for third-party owned properties is provided by the owners of those properties to maintain standards required by our management contracts.

National Park Concessioner Properties

We own GTLC, which is based in the Jackson Hole area of Wyoming and operates within Grand Teton National Park under a concession agreement with the NPS with an initial term that would have expired on December 31, 2021. In June 2021, we agreed to an amendment extending the term of the agreement by an additional two years, with an expiration date of December 31, 2023. Additionally, in November 2023 and 2024, we agreed to an amendment to the agreement extending the term until December 31, 2024 and December 31, 2025, respectively. The NPS has released a contract solicitation for the services offered by GTLC, and we intend to timely submit a bid on behalf of the Company. We currently expect that our existing agreement will be extended for an additional one year through December 31, 2026 due to the time needed for solicitation, preparation, review and award of a new contract. We expect the NPS to confirm this extension in the fall of 2025. We also own Flagg Ranch, located in Moran, Wyoming and centrally located between Yellowstone National Park and Grand Teton National Park on the John D. Rockefeller, Jr. Memorial Parkway (the “Parkway”). Flagg Ranch operates under a concession agreement with the NPS that expires October 31, 2028. GTLC also owns Jackson Hole Golf & Tennis Club (“JHG&TC”), located outside Grand Teton National Park near Jackson, Wyoming. GTLC’s operations within Grand Teton National Park and JHG&TC have operating seasons that generally run from mid-May through the end of September.

We primarily compete with such companies as Aramark Parks & Resorts, Delaware North Companies Parks & Resorts, ExploreUS and Xanterra Parks & Resorts in retaining and obtaining NPS concession agreements. Four full-service

concessioners provide accommodations within Grand Teton National Park, including GTLC. In a normal operating season, GTLC offers three lodging options within Grand Teton National Park: Jackson Lake Lodge, a full-service, 385-room resort with 17,000 square feet of conference facilities; Jenny Lake Lodge, a small, rustically elegant retreat with 37 cabins; and Colter Bay Village, a facility with 166 log cabins, 66 tent cabins, 337 campsites and a 112-space recreational vehicle park. We also operate two additional campgrounds separate from these facilities: the 304-site Gros Ventre Campground and 51-site Jenny Lake Campground. GTLC offers dining options as extensive as its lodging options, with cafeterias, casual eateries and fine dining establishments. Additionally we operate 11 retail outlets located throughout the GTLC properties. GTLC's resorts provide a wide range of activities for guests to enjoy, including cruises on Jackson Lake, boat rentals, horseback riding, guided fishing, float trips, golf and guided Grand Teton National Park tours. As a result of the extensive amenities offered, as well as the tremendous popularity of the National Park System, GTLC's accommodations within Grand Teton National Park generally operate near full capacity during their operating season.

Real Estate Segment

We have extensive holdings of real property at our mountain resorts primarily throughout Summit and Eagle counties in Colorado, as well as proximate to our resorts in Park City and Whistler Blackcomb. The principal activities of our Real Estate segment include the sale of land parcels to third-party developers and planning for future real estate development projects, including zoning and acquisition of applicable permits. We continue undertaking preliminary planning and design work on future projects and are pursuing opportunities with third-party developers rather than undertaking our own significant vertical development projects. In addition to the cash flow generated from real estate development sales, these development activities benefit our Mountain and Lodging segments by (1) creating additional resort lodging and other resort related facilities and venues (primarily restaurants, spas, commercial space, private mountain clubs, skier services facilities and parking structures) that provide us with the opportunity to create new sources of recurring revenue, enhance the guest experience and expand our destination bed base; (2) controlling the architectural themes of our resorts; and (3) expanding our property management and commercial leasing operations.

Marketing and Sales

Our Mountain segment's marketing and sales efforts are focused on leveraging marketing analytics to drive targeted and personalized marketing to our existing and prospective guests. We capture guest data on the vast majority of guest transactions through sales of our pass products, lift tickets, ski and ride school products, gear rentals, and lodging properties on our e-commerce platform, as well as through our mobile applications and our lift ticket windows. We promote our Resorts using guest-centric omni-channel marketing campaigns leveraging email, direct mail, promotional programs, digital marketing (including social, influencer, search and display) and traditional media advertising where appropriate (e.g. targeted print, TV and radio). We also have marketing programs directed at attracting groups, corporate meetings and convention business. Most of our marketing efforts drive traffic to our websites, where we provide our guests with information regarding each of our Resorts, including services and amenities, reservations information, virtual tours and the opportunity to book/purchase our full suite of products (e.g. lift access, lodging, ski and ride school, rentals, etc.) for their visits. We also enter into strategic alliances with companies to enhance the guest experience at our Resorts, as well as to create opportunities for cross-marketing.

For our Lodging segment, we promote our hotels and lodging properties through marketing and sales programs, which include marketing directly to many of our guests through our digital channels (search, social and display), promotional programs and print media advertising, all of which are designed to drive traffic to our websites and central reservations call center. We also promote comprehensive vacation experiences through various package offerings and promotions (combining lodging, lift tickets, ski school lessons, ski rental equipment, transportation and dining). In addition, our hotels have active sales forces to generate conference and group business. We market our resort properties in conjunction with our mountain resort marketing efforts where appropriate, given the strong synergies across the two businesses.

Across both the Mountain and Lodging segments, sales made through our websites and call center allow us to transact directly with our guests, which further expands our customer base and enables analytics to deliver an increasingly guest-centric marketing experience.

Seasonality

Ski resort operations are highly seasonal in nature, with a typical ski season in North America and Europe generally beginning in mid-November and running through mid-April. In an effort to partially mitigate the concentration of our revenue in the winter months in North America, we offer several non-ski related activities in the summer months such as sightseeing, mountain biking, guided hiking, mountain coasters, ziplines, golf (primarily included in the operations of the Lodging segment) and our Epic Discovery program. These activities also help attract destination conference and group business to our Resorts in our off-season. In addition, the operating results of our Australian Resorts, where the ski season generally occurs from June through early October, partially counterbalances the concentration of our revenues during this seasonally lower period in North America.

Our lodging business is also highly seasonal in nature, with peak seasons primarily in the winter months (with the exception of GTLC, Flagg Ranch, certain managed properties and mountain resort golf operations). We actively promote our extensive conference facilities and have added more off-season activities to help offset the seasonality of our lodging business. Additionally, we operate several golf courses proximate to our Resorts, as described above.

Sustainability & Social Responsibility

Sustainability remains a core philosophy for us. As a company rooted in the great outdoors, we have a unique responsibility to protect and preserve the incredible environments in which we operate. Our corporate sustainability and social responsibility department is comprised of four key pillars: Sustainability, Community Support, Employee Foundation, and Access to Snowsports. Our core values fuel our commitment to protecting the environments in which we operate; investing in our employees; supporting our communities; and growing participation in skiing and snowboarding. The environment is our business, and we focus on climate change mitigation and adaptation, resource conservation and building stronger local communities through contributions to local non-profit organizations. Vail Resorts launched Commitment to Zero in 2017, our bold goal to reach a zero net operating footprint by 2030. This commitment includes (i) achieving zero net emissions by finding operational energy efficiencies, investing in renewable energy and investing in offsets and other emissions reduction projects, (ii) zero waste to landfill and (iii) zero net operating impact to forests and habitat by restoring an acre of forest for every acre permanently impacted by our new and expanded operations.

As a result of this commitment, Vail Resorts was accepted as the first travel and tourism company into RE100, a collaborative initiative uniting more than 400 global and influential businesses committed to 100% renewable electricity. As a result of our community conversation climate series, a forward-thinking initiative to strengthen community resilience and sustainability, we were awarded the National Ski Area Association's ("NSAA") Golden Eagle Award for Innovation in Sustainability at the 2025 NSAA annual conference. During Fiscal 2025, we continued to make progress toward our Commitment to Zero goals by reducing emissions through energy management and renewable electricity procurement, reducing waste to landfill through our robust compost and recycling programs, and restoring 100% of the forest acres permanently impacted by our operations in calendar year 2024.

Through direct EpicPromise grants and contributions from our \$1 guest donation program, we partnered with several local environmental organizations to fund environmental stewardship projects, including the National Forest Foundation, the Tahoe Fund, Grand Teton National Park Foundation, Mountain Trails Foundation in Park City and the EnviroFund at Whistler Blackcomb. We also continue to encourage our employees to help protect the environment and support their local community by volunteering with various local organizations. Vail Resorts was recognized by Newsweek as one of the "Most Trustworthy Companies in America" in 2025, 2024 and 2023, which we believe reflects our focus on building customer, investor, and employee trust through listening, learning and adapting to the needs of our team members and guests, while remaining responsible stewards through our industry-leading sustainability efforts.

For Fiscal 2025, our focus for the EpicPromise community impact grant program focused on larger grants in key communities to support housing and childcare. In addition, support continues to be given for food security, equal access to education and other basic needs and services. In the fourth year of our Epic for Everyone - Youth Access in partnership with the Katz Amsterdam Foundation, we hosted nearly 2,600 metro youth to attend a 5-day snowsports program. We also continued our legacy access program focused on mountain resort communities, in total hosting more than 12,000 youth participating in multi-day programs focused on mentorship, leadership and the beneficial impact of outdoor time on mental health. Finally, our EpicPromise Employee Foundation (the "Foundation"), which was established in 2015, is a charitable foundation funded by annual contributions from the Company, its employees and its guests. The Foundation supports Vail Resorts' employees and their families via grants for emergency relief and scholarships. Annually more than \$1.0 million in grants and scholarships are provided to help employees in times of need or to pursue educational opportunities. For more information on EpicPromise programs - community engagement, access to snowsports and the Foundation - visit www.vailresorts.com. Information on our websites does not constitute part of this document.

Human Capital Management

At Vail Resorts, our talent philosophy is designed to enable us to fully achieve our mission and vision by ensuring we have the talent in place to deliver on our future growth plans. We are truly passionate about our people, and we are focused on attracting, developing and retaining the best talent and building the best teams around them. Our human capital strategy focuses on creating an inclusive workplace culture that enables all employees to reach their full potential through merit-based advancement opportunities, comprehensive development programs, and fair employment practices. At fiscal year end, we employed approximately 6,800 year-round employees. Over the course of our Resorts' various winter and summer operating seasons in Fiscal 2025, we employed approximately 39,800 seasonal employees. In addition, we employed approximately 280 year-round employees and 150 seasonal employees on behalf of the owners of our managed hotel properties. We consider our employee relations to be positive.

The Vail Resorts talent philosophy recognizes that people are our most important asset in driving our business growth, and outlines the role that leaders play in attracting, developing, engaging, retaining and rewarding high performing, high potential talent, including supporting them to achieve their future career growth. Over the past several years, ongoing investments in frontline talent have driven strong staffing levels, with high engagement and season-to-season return rates, enabling our mountain resorts to deliver strong guest experience results, including on-mountain activities as well as at our restaurants, lodging, ski and ride school, and retail/rental locations. These investments included: (i) competitive wages and benefits for all of our hourly employees, including seasonal frontline staff; (ii) investments in our human resource systems and processes to support full staffing and deliver enhanced employee experience; (iii) investments in differentiated frontline training and leadership development programming; (iv) investments in mental health and wellness programming, made available to all employees, even if they are not enrolled in an employer-sponsored healthcare plan, which includes free mental health therapy sessions; and (v) investments in unique employee benefits, including ski passes for employees and dependents, complementary ski/ride coupons and a 40% discount for retail and rental gear. Collectively, we believe these investments helped attract top frontline talent from the external market and drove strong frontline retention and return rates.

To ensure we are building high performing teams, we encourage every employee at every level within the Company to continuously grow their leadership by participating in ongoing events that build leadership capability and drive aligned leadership expectations to enable business outcomes. We offer a broad range of professionally designed development programs, including tailored development for our highest performing, highest potential employees who make up our long-term leadership succession pipeline, as well as programs for our seasonal, frontline talent, designed to ensure we deliver a differentiated guest experience through service-based leadership. We also leverage a quarterly continuous listening survey to measure and understand the key drivers of sustainable engagement among our employees, make timely adjustments to maintain strong alignment, and to care for the needs of our employees. We reinforce the principles of these programs through in-resort frontline recognition programs and manager-led career development conversations for frontline staff.

Vail Resorts Culture

Core to our human capital management strategy is our mission – to create an *Experience of a Lifetime* for our employees so they can in turn create an *Experience of a Lifetime* for our guests. We have a values-based leadership culture that places a premium on leader transparency, vulnerability and authenticity. We look for people to join Vail Resorts who are brave, passionate and ambitious. As Vail Resorts employees, we hold ourselves accountable for living these seven core values every day in everything we do: Serve Others, Do Right, Do Good, Be Safe, Have Fun, Be Inclusive and Drive Value.

We engage our team members by fostering a supportive, values-based culture and workplace. We believe our culture is core to driving and sustaining future growth for the Company.

Our “Be Inclusive” core value is foundational to the business imperative of driving and sustaining future growth and means that we expect everyone at our Company to be welcoming to others, including all backgrounds, races, gender identities, sexual orientations, abilities and other differences. Our “Elevate” leadership competency further focuses all our leaders to be self-aware of their own behavior so they can foster environments where everyone can thrive.

We are also committed to providing our employees with an *Experience of a Lifetime*. We have a holistic set of total rewards programs designed to support all aspects of that experience for all, and we strive for competitiveness against the external market for talent. In addition, we conduct regular pay equity audits and make adjustments as needed.

Our Code of Conduct states that every employee is entitled to work in a respectful environment that is free of harassment and discrimination and we require our full-time, year-round employees, as well as certain seasonal employees, to complete annual training as part of our Code of Conduct. This annual requirement includes training on a variety of topics, such as ethical leadership, financial integrity, information security/data privacy, and anti-harassment. In Fiscal 2025, the training was completed by 93% of this employee base.

Mountain Safety

The nature of our on-mountain operations comes with inherent safety risks, and the health and safety of our employees is a top priority. It is the shared responsibility of every employee to actively participate in creating a safe and secure environment and to minimize injuries. To that end, we routinely:

- provide resources and education to promote safe operating environments at our resorts, including compliance with Occupational Safety and Health Administration standards, as well as to improve overall workplace safety and health. This includes regular and ongoing safety training and assessments as well as safety audits, and all employees are required to take annual slope safety training;
- proactively assess risks to identify and mitigate unsafe conditions and integrate learnings from incidents to prevent future occurrences across our network of resorts; and
- hire and train a dedicated health and safety team that oversees resort operations as well as highly trained ski patrol professionals at each resort.

Employee Housing

While identifying and securing affordable housing options is challenging in some of the communities in which we operate, providing frontline employees affordable housing in our resort communities is a critical aspect of the employee value proposition. For the 2025/2026 North American ski season, we expect to serve approximately 5,900 frontline team members with affordable housing across our Resorts, as well as an additional 1,300 team members at GTLC for the 2026 summer season.

Resource Efficiency Transformation

Over the past decade, Vail Resorts has undergone rapid expansion, growing from 10 to 42 owned and operated mountain resorts. This growth has more than doubled the size of our workforce and enabled the company to capture initial acquisition synergies across corporate support functions and technology integration. With a unified enterprise-wide technology ecosystem and robust data and analytics capabilities, we believe we are well positioned to drive transformation at scale.

To support this evolution, in September 2024 launched a two-year Resource Efficiency Transformation Plan designed to enhance organizational effectiveness and deliver operating leverage as we expand globally (the “resource efficiency transformation plan”). By the end of fiscal year 2026, the resource efficiency transformation plan is expected to generate \$100 million in annualized cost efficiencies.

This transformation is a natural progression for our company. It builds on our success and positions us for sustainable growth while remaining anchored in our Mission: to create an *Experience of a Lifetime* for both employees and guests.

The plan is structured around three strategic pillars:

- **Scaled Operations:** With 42 resorts and extensive hospitality, retail, and rental operations, we are now positioned to capture operational synergies. By launching new tools and support systems, we are streamlining operations, reducing administrative burden on frontline managers, and sharpening our focus on the guest experience.
- **Global Shared Services:** We consolidated internal business services and call centers into global shared services. This outsourced model supports our North American operations and provides a scalable foundation for future global expansion.
- **Expanded Workforce Management:** Following the successful implementation of workforce management technology across North American resorts, we are expanding its use. This includes adding new lines of business and functionality to optimize labor allocation based on guest demand. The system also enhances visibility and access for frontline employees, enabling cross-training and shift flexibility across the resort network.

The resource efficiency transformation plan also includes position eliminations representing less than 2% of our total workforce over the course of fiscal years 2025 and 2026. These eliminations represent 14% of corporate roles and less than 1% of operational roles (with only a 0.2% impact on frontline positions). We recognize the significance of these changes and remain deeply grateful for the contributions of our team members. Impacted employees are supported by leaders across the company and have the opportunity to apply for open roles.

Beyond this two-year initiative, resource efficiency will remain a core focus as we continue to grow.

Intellectual Property

The development of intellectual property is part of our overall business strategy, and we regard our intellectual property as an important element of our success. Accordingly, we protect our intellectual property rights and seek to protect against its unauthorized use through international, national and state laws and common law rights. We file applications for and obtain trademark registrations and have filed for patents to protect inventions and will continue to do so where appropriate. We also

seek to maintain our trade secrets and confidential information by nondisclosure policies and through the use of appropriate confidentiality agreements and contractual provisions.

In the highly competitive industry in which we operate, trademarks, service marks, trade names and logos are very important in the sales and marketing of our pass products, destination mountain resorts and regional ski areas, lodging properties and services. We seek to register and protect our trademarks, service marks, trade names and logos and have obtained a significant number of registrations for those trademarks. We believe our brands have become synonymous in the travel and leisure industry with a reputation for excellence in service and authentic hospitality. Among other national and international trademark registrations, the Company owns U.S. federal registrations for *Epic*[®], *Epic Pass*[®], *Vail Resorts*[®], *Vail*[®], *Beaver Creek*[®], *Breckenridge*[®], *Keystone*[®], *Crested Butte & Design*[®], *Kirkwood & Design*[®] and *Heavenly*[®]. The Company also owns Canadian and U.S. trademark registrations for the *Whistler Blackcomb & Design*[®] name and logo, and Swiss trademark registrations for the *CMA Group*[®] and *Giorgio Rocca*[®] name and logos.

Environmental Compliance and other Laws and Regulations

Our operations are subject to federal, state and local laws and regulations governing the environment, including laws and regulations governing water and sewer discharges, water use, air emissions, soil and groundwater contamination, the maintenance of underground and aboveground storage tanks and the disposal of waste and hazardous materials. Examples of such laws and regulations in the U.S. include the National Environmental Policy Act (NEPA), the California Environmental Quality Act and the Vermont Land Use and Development Act. Internationally, we are subject to the Forest and Range Practices Act and Watershed Sustainability Act in British Columbia as well as the Environmental Planning and Assessment Act 1979 (NSW, Australia) and the Environment Protection Act 1970 and the Environment Protection and Biodiversity Conservation Act 1999 (Victoria, Australia). We are also required to comply with all Swiss regulations, including federal acts and ordinances, as well as Cantonal authorities.

Various federal, state, local and provincial regulations also govern our resort operations, including liquor licensing and food safety regulations applicable to our food and beverage operations and safety standards relating to our lift operations and heli-ski operations at Whistler Blackcomb. In addition, each resort is subject to and must comply with state, county, regional and local government land use regulations and restrictions, including, for example, employee housing ordinances, zoning and density restrictions, noise ordinances and wildlife, water and air quality regulations. We believe that we are in compliance, in all material respects, with environmental and other laws and regulations. Compliance with such provisions has not materially impacted our capital expenditures, earnings, or competitive position, and we do not anticipate that it will have a material impact in the future.

Contracts with Governmental Authorities for Resort Operations

U.S. Forest Service Resorts

The operations of Breckenridge, Vail Mountain, Keystone, Crested Butte, Stevens Pass, Heavenly, Kirkwood, Mount Snow, Attitash and portions of Beaver Creek and Wildcat are conducted on land under the jurisdiction of the U.S. Forest Service (collectively, the “Forest Service Resorts”). The 1986 Ski Area Permit Act (the “1986 Act”) allows the Forest Service to grant Term Special Use Permits (each, a “SUP”) for the operation of ski areas and construction of related facilities on National Forest lands. In November 2011, the 1986 Act was amended by the Ski Area Recreational Opportunity Enhancement Act (the “Enhancement Act”) to clarify the Forest Service’s authority to approve facilities primarily for year-round recreation. Under the 1986 Act and the Enhancement Act, the Forest Service has the authority to review and approve the location, design and construction of improvements in the permit area and many operational matters.

Each individual national forest is required by the National Forest Management Act to develop and maintain a Land and Resource Management Plan (a “Forest Plan”), which establishes standards and guidelines for the Forest Service to follow and consider in reviewing and approving our proposed actions.

Each of the Forest Service Resorts operates under a SUP, and the acreage and expiration date information for each SUP is as follows:

Forest Service Resort	Acres	Expiration Date
Breckenridge	5,702	December 31, 2029
Vail Mountain	12,353	December 1, 2031
Keystone	8,376	December 31, 2032
Beaver Creek	3,801	November 8, 2039
Heavenly	7,050	May 1, 2042
Mount Snow	894	April 4, 2047
Attitash	279	April 4, 2047
Wildcat	953	November 18, 2050
Kirkwood	2,330	March 1, 2052
Stevens Pass	2,443	August 31, 2058
Crested Butte	4,350	September 27, 2058

We anticipate requesting a new SUP for each Forest Service Resort prior to its expiration date as provided by Forest Service regulations and the terms of each existing SUP. We are not aware of the Forest Service refusing to issue a new SUP to replace an expiring SUP for a ski resort in operation at the time of expiration. The Forest Service can also terminate a SUP if it determines that termination is required in the public interest. However, to our knowledge, no SUP has ever been terminated by the Forest Service over the opposition of the permit holder.

Each SUP contains a number of requirements, including indemnifying the Forest Service from third-party claims arising out of our operation under the SUP and compliance with applicable laws, such as those relating to water quality and endangered or threatened species. For use of the land authorized by the SUPs, we pay a fee to the Forest Service ranging from 1.5% to 4.0% of adjusted gross revenue for activities authorized by the SUPs. Included in the calculation are sales from, among other things, lift tickets, pass products, ski school lessons, food and beverage, certain summer activities, equipment rentals and retail merchandise.

The SUPs may be revised or amended to accommodate changes initiated by us or by the Forest Service to change the permit area or permitted uses. The Forest Service may amend a SUP if it determines that such amendment is in the public interest. While the Forest Service is required to seek the permit holder's consent to any amendment, an amendment can be finalized over a permit holder's objection. Permit amendments must be consistent with the Forest Plan and are subject to the provisions of the National Environmental Policy Act ("NEPA"), both of which are discussed below.

The 1986 Act requires a Master Development Plan ("MDP") for each ski area that is granted a SUP, and all improvements that we propose to make on National Forest System lands under any of our SUPs must be included in a MDP, which describes the existing and proposed facilities, developments and area of activity within the permit area. The MDPs are reviewed by the Forest Service for compliance with the Forest Plan and other applicable laws and, if found to be compliant, are accepted by the Forest Service. Notwithstanding acceptance by the Forest Service of the conceptual MDPs, individual projects still require separate applications and compliance with NEPA and other applicable laws before the Forest Service will approve such projects. We update or amend our MDPs for our Forest Service Resorts from time to time.

Whistler Blackcomb

Whistler Blackcomb is comprised of two mountains: Whistler Mountain and Blackcomb Mountain. Whistler Mountain and Blackcomb Mountain are located on Crown Land within the traditional territory of the Squamish and Lil'wat Nations. The relationship between Whistler Blackcomb and Her Majesty, the Queen in Right of British Columbia (the "Province") is largely governed by Master Development Agreements (the "MDAs") between the Province and Whistler Mountain Resort Limited Partnership ("Whistler LP") with respect to Whistler Mountain, and between the Province and Blackcomb Skiing Enterprises Limited Partnership ("Blackcomb LP") with respect to Blackcomb Mountain. Together, Whistler LP and Blackcomb LP are referred to as the "Partnerships."

The MDAs, which were entered into in February 2017, have a term of 60 years (expiring on February 23, 2077) and are replaceable for an additional 60 years by option exercisable by the Partnerships after the first 30 years of the initial term. In

accordance with the MDAs, the Partnerships are obligated to pay annual fees to the Province at a percentage of gross revenues related to the operation of certain activities at Whistler Blackcomb.

The MDAs require that each of the mountains be developed, operated and maintained in accordance with its respective master plan, which contains requirements as to matters such as trail design and development, passenger lift development and environmental concerns. The MDAs grant a general license to use the Whistler Mountain lands and the Blackcomb Mountain lands for the operation and development of Whistler Blackcomb. The MDAs also provide for the granting of specific tenures of land owned by the Province to the Whistler LP or the Blackcomb LP, as applicable, by way of rights-of-way, leases or licenses. Each Partnership is permitted to develop new improvements to Whistler Mountain or Blackcomb Mountain, as the case may be, within standard municipal type development control conditions. We are obligated to indemnify the Province from third-party claims arising out of our operations under the MDAs.

Northeast Resorts

Stowe and Okemo operate partially on land that we own and partially on land we lease from the State of Vermont. With respect to Stowe, the land we own is on the Spruce Peak side of the resort while the land we lease from the State of Vermont is located on Mt. Mansfield in the Mt. Mansfield State Forest. The initial ten-year term of the lease commenced in June 1967, and the lease provides for eight separate ten-year extension options. The current term of the lease extends through June 2027, and there are three remaining ten-year extension options. With respect to Okemo, we own the Jackson Gore base area land and lease most of the skiable terrain from the State of Vermont. The initial ten-year term of the lease commenced in December 1963, and the lease provides for eight separate ten-year extension options. The current term of the lease extends through December 2033, and there are two remaining ten-year extension options. Under both leases, the land can be used for the development and operation of a ski area including ski trails, ski lifts, warming shelters, restaurants and maintenance facilities. For use of the land under the leases, we pay a fee to the State of Vermont based on revenue for activities authorized by the lease, such as lift tickets, pass products, food and beverage, summer activities and retail merchandise. We are obligated to indemnify the State of Vermont from third-party claims arising out of our operations under the lease.

Mount Sunapee lies within the Mount Sunapee State Park and operates on land that we lease from the State of New Hampshire. The initial twenty-year term of the lease commenced in July 1998, and the lease provides for three separate ten-year extension options. The current term of the lease extends through June 2028, and there are two remaining ten-year extension options. The land can be managed and operated as a ski area and summer recreational facility, including all of its support activities, to provide year-round outdoor recreation. For use of the land under the lease, we pay a fee to the State of New Hampshire that includes both a base fee and a fee based on revenue from activities authorized by the lease, such as lift tickets, pass products, food and beverage, summer activities and retail merchandise. We are obligated to indemnify the State of New Hampshire from third-party claims arising out of our operations under the lease.

Laurel Mountain

Laurel Mountain Ski Area operates within Laurel Mountain State Park (“State Park”) under a Concession Lease Agreement (the “Lease Agreement”) with the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources (“Department”). The Lease Agreement, first entered into on October 15, 2018, allows for ski operations on approximately 387 acres of the State Park, including the existing ski area, buildings and equipment owned by the Department. The Lease Agreement is automatically renewed for a total of 35 one-year terms through October 31, 2051. We pay a fixed annual rent, as well as an additional amount based on the number of skier visits, with a cap subject to semi-annual consumer price index adjustments.

Australian Resorts

Perisher is located in the Kosciuszko National Park, the largest national park in New South Wales, Australia. The resort includes four villages (Perisher Valley, Smiggin Holes, Guthega and Blue Cow) and their associated ski fields, as well as the site of the Skitube Alpine Railway at Bullock’s Flat, which is accredited in accordance with the Rail Safety National Law (NSW) No. 82a. The Office of Environment and Heritage (“OEHL”), an agency of the New South Wales government, which is part of the Department of Planning and Environment, is responsible for the protection and conservation of the Kosciuszko National Park. The National Parks and Wildlife Act 1974 (NSW) (“NPW Act”) establishes the National Parks and Wildlife Service and is responsible for the control and management of the Kosciuszko National Park.

The NPW Act requires the Kosciuszko National Park to be managed in accordance with the principles specified in that legislation, including the provision for sustainable visitor or tourist use and enjoyment that is compatible with the conservation of the national park’s natural and cultural values. The legislation also authorizes the Minister for the Environment and the Minister for Heritage (the “Minister”) to grant leases and licenses of land within the Kosciuszko National Park for various

purposes, including for purposes related to sustainable visitor or tourist use and enjoyment. Under this power, the Minister has granted to Perisher a lease and a license of specified land within the Kosciusko National Park until June 30, 2048, with an option to renew for an additional period of 20 years. The Minister has also granted Perisher a lease of the parking lot at Perisher Valley that expires on December 31, 2025. Subject to certain conditions being met, the lease for the Perisher Valley parking lot is expected to be extended until June 30, 2048, with an option to renew for a further 20 years. The lease and license provide for the payment of a minimum annual base rent with periodic increases in base rent over the term, turnover rent payments based on a percentage of certain gross revenue, remittance of park user fees and certain other charges, also subject to periodic increases over the term.

Falls Creek and Hotham are located in the Alpine National Park in Victoria, Australia. Falls Creek and Hotham both operate on Crown land permanently reserved under the *Crown Land (Reserves) Act 1978* (Vic), with the exception of three small parcels of freehold land within the Hotham resort area. Each resort is subject to the *Alpine Resorts (Management) Act 1997* (Vic) (the “ARM Act”), which is in place to manage the development, promotion, management and use of the resorts on a sustainable basis and in a manner that is compatible with the alpine environment. The ARM Act established the Alpine Resorts Commission to plan for the direction and sustainable growth of Victoria’s five alpine resorts (including Falls Creek and Hotham). This includes review and coordination of the implementation of an Alpine Resorts Strategic Plan to which Falls Creek and Hotham are subject.

The ARM Act also established each of the Falls Creek Resort Management Board and Hotham Resort Management Board (the “RMBs”), each of which is appointed by, and responsible to, the Minister for Energy, Environment and Climate Change (the “Minister”). The RMBs are responsible for the management and collection of fees for entrance into the Alpine National Park and from Falls Creek and Hotham ski resorts. The ARM Act authorizes the RMBs to grant leases subject to Ministerial approval, and under this power, the entities operating the Hotham and Falls Creek resorts have each been leased land within the Alpine National Park under various long-term leases with differing expiration dates. The main lease for the ski field at Falls Creek expires December 31, 2040, while the main lease for the ski field at Hotham expires December 31, 2057. The key ski field leases provide for the payment of rent with both a fixed and variable component, a community service charge payable to the ARCC and a ski patrol contribution payable to RMBs. At Hotham, we also lease land known as ‘Dinner Plain’ within the Alpine National Park which expires on June 30, 2031, with an option to extend for a further 10 years.

The *Alpine Resorts (Management) Regulations 2009* (Vic) gives the RMBs the power to declare the snow season, temporarily close the resort to entry if there is a significant danger to public safety, determine parts of a resort to which entry is prohibited, set aside areas of the resort for public use, parking, driving of vehicles, or landing of aircraft, and determine the areas for cross country ski trails, skiing, snowboarding and other snow play activities.

Swiss Resorts

Andermatt-Sedrun - acquired by the Company on August 3, 2022, Andermatt-Sedrun is located in the Usern Valley of the Swiss Alps and comprises five mountains (Gemsstock, Nätschen, Sedrun/Oberalp, Realp and Valtgeva). Ski operations are conducted on land owned by Andermatt Swiss Alps AG (“ASA”) as freehold or leasehold properties, land owned by Usern Corporation, land owned by the municipality of Tujetsch and land owned by private property owners.

ASA holds three leasehold properties, which are owned by either Usern Corporation, a corporation under public law consisting of all the citizens of the Usern Valley, or the Swiss Confederation, namely the Federal Department of Defense, Civil Protection, and Sport (“DDPS”). For the land owned by Usern Corporation, ASA and Usern Corporation have entered into a main framework concession agreement, dated August 13, 2013, which sets forth the terms and conditions for the use of the land in connection with ski infrastructure facilities in the Gemsstock and Nätschen-Gütsch-Oberalp areas (“Usern Framework Concession”). The Usern Framework Concession was entered into for a fixed term until December 31, 2032. An application for renewal of the Usern Framework Concession must be submitted at least 12 months prior to the expiration of the concession agreement, and we anticipate applying for the renewal. For the land owned by the Swiss Confederation, ASA has entered into leasehold agreements with the DDPS, which have a term of 50 years expiring on April 10, 2067 and March 13, 2068.

Another part of the land on which the Andermatt-Sedrun resort operations are conducted is owned by the municipality of Tujetsch. By means of a personal easement agreement dated October 12, 2012, ASA was granted various building rights and rights of way in order to build, operate and maintain the T-Bars and chairlifts on Tujetsch's property. The personal easement agreement was entered into for a fixed term until October 12, 2032, and we anticipate applying for renewal.

With respect to Swiss operations, companies who provide for regular and commercial passenger transportation by rail, road and water as well as by cable cars and elevators must obtain a passenger transport concession from the Federal Office of Transport (“FOT”). Under the Usern Framework Concession, ASA was granted the required concessions for all ski infrastructure

facilities and the usage of the ski slopes on the property of the Ursern Corporation. In the course of expanding the ski infrastructure facilities Urserntal-Oberalp, the FOT granted ASA passenger transport concessions for a total of 12 cableway installations by means of a plan approval dated May 30, 2014. Each passenger transport concession has a separate expiration date between 2026 and 2042, and we will then be able to apply for an extension or new concession. Additionally, the plan approval included concessions and approvals for ancillary installations such as ski slopes, snowmaking systems, rolling carpets, railway station passenger subway and clearings.

Crans-Montana - acquired by the Company on May 2, 2024, Crans-Montana is located in the Valais canton of Switzerland. The acquired operations include: an approximate 84% ownership stake in Remontées Mécaniques Crans Montana Aminona SA (“CMA”), which controls and operates all the resort’s lifts and supporting mountain operations, including four retail and rental locations; full ownership of SportLife AG, which operates one of the ski schools located at the resort; and full ownership of 11 restaurants located on and around the mountain (operated by Crans-Montana Food and Beverage SA, or “CMFB”).

The municipalities of Crans-Montana and Lens hold a stake in CMA of approximately 9.47% and 3.33%, respectively, which, together with our ownership share, collectively accounts for a total of approximately 96.22% ownership. For the purpose of governing the exercise of selected rights and obligations as shareholders in CMA, we entered into a shareholders’ agreement with the municipalities of Crans-Montana and Lens. The initial fixed term of the agreement expires on December 31, 2035, subject to future automated ten-year renewal periods, unless terminated by us or the municipalities acting jointly. Among other things, the shareholders’ agreement provides for terms and conditions in relation to the election and governance of the board of directors, company policies, dividends, financial aspects and related matters.

The operations of the resort are conducted on land owned by CMA or CMFB as freehold or leasehold properties, land owned by regional civic communities, land owned by the municipalities of Crans-Montana or Lens and land owned by private property owners. Portions of the Crans-Montana resort operations are conducted on land owned by third parties, including local municipalities, via numerous registered easements, building rights, or other agreements. Certain of these building rights are also subject to federal concessions.

As noted above, companies who provide for regular and commercial passenger transportation by rail, road and water as well as by cable cars and elevators must obtain a passenger transport concession from the FOT. Crans-Montana was granted the required concessions for all ski infrastructure facilities and the usage of the ski slopes. Each passenger transport concession is granted for a maximum of 40 years and may then be extended, with the existing concessions having expiration dates between 2032 and 2047.

Concession Agreements

National Park Concessioner Properties

GTLC operates three lodging properties, food and beverage services, retail, camping and other services within the Grand Teton National Park under a concession agreement with the NPS. Our concession agreement with the NPS for GTLC, which had an initial term expiration date of December 31, 2021, was amended in June 2021 to extend the term to December 31, 2023. Additionally, in November 2023 and 2024, we agreed to an amendment to the agreement extending the term until December 31, 2024 and December 31, 2025, respectively. The NPS has released a contract solicitation for the services offered by GTLC, and we intend to timely submit a bid on behalf of the Company. We currently expect that our existing agreement will be extended for an additional one year through December 31, 2026 due to the time needed for solicitation, preparation, review and award of a new contract. We expect the NPS to confirm this extension in the fall of 2025. We pay a fee to the NPS of a percentage of the majority of our sales occurring in Grand Teton National Park.

Flagg Ranch Company, a wholly-owned subsidiary, provides lodging, food and beverage services, retail, service station, recreation and other services on the Parkway located between Grand Teton National Park and Yellowstone National Park. Our concession contract with the NPS for the Parkway expires on October 31, 2028, and we pay a fee to the NPS of a percentage of the majority of our sales occurring in the Parkway.

Prior to expiration of these concession contracts, we will have the opportunity to bid against other prospective concessioners for award of a new contract. The NPS may suspend operations under the concession contract at any time if the NPS determines it is necessary to protect visitors or resources within the Grand Teton National Park or during a Federal Government shutdown. The NPS may also terminate the concession contract for breach, following notice and a 15 day cure period or if it believes termination is necessary to protect visitors or resources within the Grand Teton National Park.

Available Information

We file with or furnish to the Securities and Exchange Commission ("SEC") reports, including our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These reports and proxy statements are available free of charge on our corporate website www.vailresorts.com as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. We also use our website as a means of disclosing additional information, including for complying with our disclosure obligations under the SEC's Regulation FD (Fair Disclosure). Information on our websites does not constitute part of this document. Materials filed with or furnished to the SEC are also made available on its website at www.sec.gov.

ITEM 1A. RISK FACTORS.

Our operations and financial results are subject to various risks and uncertainties that could adversely affect our financial position, results of operations and cash flows. The risks described below should carefully be considered together with the other information contained in this report.

Risks Related to Our Business

We are subject to the risk of prolonged weakness in general economic conditions including adverse effects on the overall travel and leisure related industries.

Skiing, travel and tourism are discretionary recreational activities that can entail a relatively high cost of participation and may be adversely affected by economic slowdown or recession. Economic conditions in North America, Europe and parts of the rest of the world, including inflationary pressures, elevated interest rates, supply chain disruption, tariff and trade disputes, fluctuating commodity pricing, geopolitical conflicts and uncertainties, increased labor costs and shortages, increased fuel prices, high unemployment, erosion of consumer confidence, health pandemics, sovereign debt issues and financial instability in the global markets, among other factors, could have negative effects on the travel and leisure industry and on our results of operations. As a result of these and other economic uncertainties, we have experienced and may continue to experience changes in booking trends including guest reservations made much closer to the actual date of stay, a decrease in the length of stay, a decrease in consumer spending and/or a decrease in group bookings. We cannot predict what further impact these uncertainties may continue to have on overall travel and leisure or more specifically, on our guest visitation, guest spending or other related trends and the ultimate impact it will have on our results of operations. Additionally, the actual or perceived fear of weakness in the economy could also lead to decreased spending by our guests. This could be further exacerbated by the fact that we charge some of the highest prices for single day lift tickets and ancillary services in the ski industry; however, we offer pass products, including the Epic Day Pass, which are available at a discount to the single day lift ticket prices. In the event of a decrease in visitation and overall guest spending we may decide we need to offer a higher amount of discounts and incentives than we have historically, which would adversely impact our operating results. Our Resorts also serve as a destination for international guests. To the extent there are material changes in exchange rates relative to the U.S. dollar or travel restrictions in place due to inflation, geopolitical conflicts or uncertainties, health pandemics or other factors, it could impact the volume of international visitation, which could have a significant impact on our operating results.

We may be adversely impacted by the effects of high or prolonged inflation and elevated interest rates.

Inflation increases the cost of goods we purchase and services we buy, the cost of capital projects and wages and benefits for our workforce. Although we may take measures to mitigate the impact of inflation through pricing actions or cost reduction measures, if we are not able to offset inflationary costs, our results of operations will be negatively impacted and possibly in a material manner. As a result, the impact of high and prolonged inflation could have a material adverse effect on our business, financial condition, or results of operations. Inflationary pressures also increase the cost of living and cost of travel, which decreases consumers' disposable income and could impact our guests' discretionary spending habits or willingness to visit our Resorts, which could reduce customer demand for the products and services that we offer and negatively impact our financial condition or our results of operations. In addition, the existence of inflation in certain economies has resulted in, and may continue to result in, elevated interest rates. For example, while the U.S. Federal Reserve cut the federal funds rate three times in 2024 by a total of 100 basis points, the U.S. Federal Reserve held rates steady following their January 2025 meeting. As a result, it remains to be seen whether interest rates will stabilize, increase or decrease, either globally or in the United States specifically. Our business could be adversely impacted by increases in the cost of borrowing from elevated interest rates. Elevated interest rates increase the borrowing costs on new debt, including debt we may refinance, as well as any existing variable rate indebtedness, and could affect the fair value of our investments.

We are vulnerable to unfavorable weather conditions and the impact of natural disasters.

Our ability to attract guests to our Resorts is partly influenced by weather conditions and by the amount and timing of snowfall during the ski season. Unfavorable weather conditions can adversely affect skier visits and our revenue and profits. Unseasonably warm weather may result in inadequate natural snowfall and reduce skiable terrain, which increases the cost of snowmaking and could render snowmaking, wholly or partially, ineffective in maintaining quality skiing conditions, including in areas which are not accessible by snowmaking equipment. On the other hand, excessive natural snowfall may significantly increase the costs incurred to groom trails and may make it difficult for guests to access our Resorts.

Additionally, there is scientific research that emissions of greenhouse gases continue to alter the composition of the global atmosphere in ways that are affecting and are expected to continue affecting the global climate. The effect of climate change, including any impact of global warming, could have a material adverse effect on our results of operations as a result of decreased snowfall, increased weather variability and/or warmer overall temperatures, which could adversely affect skier visits and our revenue and profits. Revenues and profits generated from mountain summer activities/sightseeing and golf peak season operations are not nearly sufficient to off-set off-season losses from our other mountain and lodging operations. This impact could be exacerbated by climate change.

There can be no assurance that our Resorts will receive seasonal snowfalls near their historical averages. An example of weather variability was observed throughout the 2023/2024 North American ski season, where significant weather-related challenges disrupted operating days and impacted demand, including lower snowfall for the full winter season compared to the prior year period across our western North American resorts and limited natural snow and variable temperatures at our Eastern U.S. resorts (comprising the Midwest, Mid-Atlantic, and Northeast). Past ski season snowfall levels or consistency of snow conditions can impact sales of pass products or other advanced bookings. Additionally, the early season snow conditions and skier perceptions of early season snow conditions can influence the momentum and success of the overall ski season. Unfavorable weather conditions can adversely affect our Resorts and lodging properties as guests tend to delay or postpone vacations if conditions differ from those that are typical at such Resorts for a given season. Although we have created geographic diversification to help mitigate the impact of weather variability, there is no way for us to predict future weather patterns or the impact that weather patterns may have on our results of operations or visitation.

A severe natural disaster, such as a forest fire, may interrupt our operations, damage our properties, reduce the number of guests who visit our Resorts in affected areas and negatively impact our revenue and profitability. Damage to our properties could take a long time to repair and there is no guarantee that we would have adequate insurance to cover the costs of repair and recoup lost profits. Furthermore, such a disaster may interrupt or impede access to our affected properties or require evacuations and may cause visits to our affected properties to decrease for an indefinite period. The ability to attract visitors to our Resorts is also influenced by the aesthetics and natural beauty of the outdoor environment where our Resorts are located. A severe forest fire or other severe impacts from naturally occurring events could negatively impact the natural beauty of our Resorts and have a long-term negative impact on our overall guest visitation as it could take several years for the environment to recover.

Our Epic Coverage program may require us to provide significant refunds to our pass product holders, which would result in reduced revenue and could also expose us to the risk of customer complaints and negative perception about our pass products.

Epic Coverage is included with the purchase of all pass products for no additional charge. Epic Coverage offers refunds to pass product holders if certain qualifying personal or Resort closure events occur before or during the ski season, subject to express terms and conditions. Accordingly, to the extent that a significant volume of qualifying events occur during the ski season, we could be required to provide a significant amount of refunds to our pass product holders, subject to express terms and conditions, which could have a material negative impact on our financial performance and condition.

The estimated amount of refunds reduce the amount of pass product revenue recognized by the Company. To estimate the amount of refunds under Epic Coverage, the Company considers historical claims data for personal events and the Company's operating plans for its Resorts. The Company believes the estimates of refunds are reasonable; however, the program is subject to a number of variables and uncertainties, and therefore actual results could vary materially from such estimates, and the Company could be required to refund significantly higher amounts than estimated.

Epic Coverage has also resulted in customer complaints and negative perception by customers who believe they are entitled to a refund for events that do not qualify under the express terms and conditions of the program. Any complaints posted by customers on social media platforms, even if inaccurate, may harm our reputation, and may divert management's time and attention away from other business matters.

Leisure travel is particularly susceptible to various factors outside of our control, including terrorism, the uncertainty of military and geopolitical conflicts, the cost and availability of travel options and changing consumer preferences or willingness to travel.

Our business is sensitive to the willingness of our guests to travel. Adverse economic conditions, pandemics, acts of terrorism, political events and developments in military and geopolitical conflicts in areas of the world from which we draw our guests could depress the public's propensity to travel and cause severe disruptions in both domestic and international air travel and consumer discretionary spending, which could reduce the number of visitors to our Resorts and have an adverse effect on our results of operations. Many of our guests travel by air and the impact of higher prices for commercial airline services, availability of air services and willingness of guests to travel by air could cause a decrease in visitation by Destination guests to our Resorts. Visitation may also decrease if widespread airline or airport disruptions or flight cancellations occur. A significant portion of our guests also travel by vehicle and higher gasoline prices or willingness of guests to travel generally due to safety or traffic concerns could cause a decrease in visitation by guests who would typically drive to our Resorts. Higher cost of travel may also affect the amount that guests are willing to spend at our Resorts and could negatively impact our revenue particularly for lodging, ski school, dining and retail/rental. In addition, economic volatility and uncertainty, supply chain disruptions, increased fuel prices and increases to cost of travel (as a result of geopolitical factors or otherwise) may adversely affect our business and results of operations.

Additionally, our success depends on our ability to attract visitors to our Resorts. Changes in consumer tastes and preferences, particularly those affecting the popularity of skiing and snowboarding, and other social and demographic trends could adversely affect the number of skier visits during a ski season. A significant decline in skier visits compared to historical levels would have a material adverse effect on our business, prospects, financial condition, results of operations and cash flows.

Pandemics and public health emergencies could materially disrupt our business and negatively impact our results of operations, cash flows and financial condition.

Pandemics and public health emergencies, such as the COVID-19 pandemic, may impact our results of operations, cash flows and financial condition in ways that are uncertain, unpredictable and outside of our control. The extent of the impact of such an event depends on the severity and duration of the public health emergency or pandemic, as well as the nature and duration of federal, state and local laws, orders, rules, emergency temporary standards, regulations and mandates, together with protocols and contractual requirements implemented by our customers, that may be enacted or newly enforced in response. Additionally, our ability to provide our services during such an event may be dependent on the governmental or societal responses to these circumstances in the markets in which we operate. A pandemic or public health emergency is likely to heighten and exacerbate the risks described herein. We experienced many of these risks in connection with the COVID-19 pandemic. Any resurgence of infection rates or the spread of new variants or viruses could adversely affect our revenue, results of operations and cash flows.

Cyberattacks or other interruptions to or disruption of our information technology systems and services could disrupt our business.

Our business relies on the continuous operation of information technology systems and services. Despite our efforts, our information networks and systems are vulnerable to service interruptions or to security breaches from inadvertent or intentional actions by our employees or vendors, natural disasters, system or equipment malfunctions, power outages, computer viruses or intentional attacks by malicious third parties, which could persist undetected for an extended period of time. Any interruption to these systems and services could adversely impact our business, including lost revenue, customer claims, damage to reputation, litigation, and/or denial or interruption to our processing of transactions and/or the services we provide to customers. We also provide information to third party service providers and rely on third party service providers for the provision of information technology services. There is a risk that the information held by third parties could be disclosed, otherwise compromised, or disrupted. We carry insurance for many of these adverse events, including cyber security insurance, but our insurance coverage may not always be sufficient to meet all of our liabilities or our losses.

There has been a rise in the number of sophisticated cyberattacks on network and information systems, including ransomware attacks that prevent the target from accessing its own data and/or systems until a ransom is paid. The rapid evolution and increased adoption of artificial intelligence technologies have also intensified cybersecurity risks. As a result, the risks associated with such an event continue to increase. We have experienced cybersecurity threats and incidents, none of which have been material. We have taken, and continue to take, steps to address these concerns by implementing various cybersecurity risk management strategies, initiatives, and internal controls, with the goal of enhancing cybersecurity. However, there can be no assurance that our internal controls or cybersecurity risk management practices will be effective, and that a system interruption, security breach or unauthorized access will not occur. Cyber threats and attacks are constantly evolving and becoming more sophisticated, which increases the difficulty and cost of detecting and defending against them. In addition,

despite our efforts to proactively institute cybersecurity defense mechanisms, such as regular cybersecurity tabletop exercises, control gap analyses, threat modeling, impact analyses, internal and external cybersecurity audits, vulnerability scans, penetration tests, third party analyses, and other cybersecurity threat defense strategies, such strategies may ultimately prove ineffective, as they are, by their nature, largely reactive, and cybersecurity threats are constantly evolving as threat actors become more sophisticated. For additional information regarding our cybersecurity processes, policies and programs, refer to Item 1C. "Cybersecurity." Cyber threats and attacks can have cascading impacts across networks, systems and operations. Any such interruption, breach or unauthorized access to our network or systems, or the networks or systems of our vendors, could adversely affect our business operations and result in the loss of critical or sensitive confidential information or intellectual property, as well as impact our ability to meet regulatory or compliance obligations, and could result in financial, legal, business and reputational harm to us. These events also could result in large expenditures to repair or replace the damaged properties, products, services, networks or information systems to protect them from similar events in the future.

Failure to maintain the integrity and security of our internal, employee or guest data could result in damages to our reputation and subject us to costs, fines or lawsuits.

Our business relies on the use of large volumes of data. We collect and retain guest data, including sensitive personal information, for various business purposes, such as processing transactions, marketing and other promotional purposes. While we handle payment information to complete transactions, we do not store credit card numbers, ensuring sensitive data remains secure through our payment processors. We also maintain personal information about our employees. We could make faulty decisions if data is inaccurate or incomplete. Maintaining the integrity and security of data can be costly and is critical to our business, and our guests and employees have a high expectation that we will adequately protect their personal information. A significant theft, loss, loss of access to, or fraudulent use of customer, employee, or company data held by us or our service providers could adversely impact our reputation, and could result in significant remedial and other expenses, fines, and/or litigation.

Our business is highly seasonal.

Our mountain and lodging operations are highly seasonal in nature. Peak operating season for our North American and European Resorts is from mid-December to mid-April, and accordingly, revenue and profits from our mountain and most of our lodging operations are substantially lower and historically result in losses from late spring to late fall. Conversely, peak operating seasons for our Australian Resorts, GTLC and Flagg Ranch, mountain summer activities (including our Epic Discovery program), sightseeing and our golf courses generally occur from June to the end of September. Revenue and profits generated by our Australian Resorts, GTLC and Flagg Ranch, mountain summer activities/sightseeing and golf peak season operations are not nearly sufficient to fully offset our off-season losses from our other mountain and lodging operations. For Fiscal 2025, approximately 82% of total combined Mountain and Lodging segment net revenue (excluding Lodging segment revenue associated with reimbursement of payroll costs) was earned during our second and third fiscal quarters. This seasonality is partially mitigated by the sale of pass products (which for Fiscal 2025 accounted for approximately 65% of the total lift revenue) predominately occurring during the period prior to the start of the ski season as the cash from those sales is collected in advance and revenue is primarily recognized in the second and third fiscal quarters. In addition, the timing of major holidays and school breaks can impact vacation patterns and therefore visitation at our destination mountain Resorts and regional ski areas. If we were to experience an adverse event or realize a significant deterioration in our operating results during our peak periods (our fiscal second and third quarters) we would be unable to fully recover any significant declines in such fiscal year due to the seasonality of our business. Operating results for any quarter are not necessarily indicative of the results that may be achieved for any subsequent quarter or for a full fiscal year (see Notes to Consolidated Financial Statements).

We face significant competition.

The ski resort and lodging industries are highly competitive. There are approximately 780 ski areas in North America, including approximately 490 in the U.S. that serve local and destination guests, and these ski areas can be more or less impacted by weather conditions based on their location and snowmaking capabilities. The factors that we believe are important to customers include:

- proximity to population centers;
- availability and cost of transportation to ski areas;
- availability and quality of lodging options and other amenities in resort areas;
- ease of travel to ski areas (including direct flights by major airlines);
- pricing of lift tickets and/or pass products;
- the magnitude, quality and price of related ancillary services (ski school, dining and retail/rental);
- quality of snowmaking;
- type and quality of skiing and snowboarding offered;

- duration of the ski season;
- weather conditions; and
- reputation.

There are many competing options for our guests, including other major resorts in Colorado, Utah, California, Nevada, the Pacific Northwest, Northeast and Southwest United States, and British Columbia, Canada, Australia, Switzerland, and other major destination ski areas worldwide. Our guests can choose from any of these alternatives, as well as non-skiing vacation options and destinations around the world. In addition, other forms of leisure such as sporting events and participation in other competing indoor and outdoor recreational activities are available to potential guests.

Our retail/rental business competes with numerous other national, regional, local and online retail and rental businesses. RockResorts hotels, our other hotels and our property management business compete with numerous other hotel and property management companies. Each of these competing businesses may have greater financial resources than we do and they may be able to adapt more quickly to changes in customer requirements or devote greater resources to promotion of their offerings than us. Additionally these competing businesses may offer locations, pricing or other factors that appeal to potential customers.

The high fixed cost structure of mountain resort operations can result in significantly lower margins if revenues decline.

The cost structure of our mountain Resort operations has a significant fixed component with variable expenses including, but not limited to, land use permit or lease fees and other resort related fees, credit card fees, retail/rental cost of sales, labor, and resort, dining and ski school operations. Any material declines in the economy, elevated geopolitical uncertainties and/or significant changes in historical snowfall patterns, as well as other risk factors discussed herein, could adversely affect revenue. As such, our margins, profits and cash flows may be materially reduced due to declines in revenue given our relatively high fixed cost structure. In addition, although inflation has shown recent signs of moderation in the U.S., it has remained persistent in the U.S. and globally in recent years due in part to global supply chain issues, the Ukraine-Russia war, escalating conflicts in the Middle East, elevated energy prices and strong consumer demand, among other factors. Increases in expenses as a result of this inflationary environment and other economic factors may adversely impact wages and other labor costs, energy, healthcare, insurance, transportation and fuel, cost of goods, property taxes, minimum lease payments and other expenses and operating costs included in our fixed cost structure, which may also reduce our margin, profits and cash flows.

We may not be able to fund resort capital expenditures, accurately identify the need for, or anticipate the timing of certain capital expenditures, which may adversely impact our business.

We regularly expend capital to construct, maintain and renovate our mountain Resorts and properties in order to remain competitive, maintain the value and brand standards of our mountain Resorts and properties and comply with applicable laws and regulations. We cannot always predict where and when capital will need to be expended in a given fiscal year and capital expenditures can increase due to circumstances beyond our control, including due to the impact of tariff and trade disputes. We currently anticipate that we will spend approximately \$198 million to \$203 million on capital projects in calendar year 2025.

Our ability to fund capital expenditures will depend on our ability to generate sufficient cash flow from operations and/or to borrow from third parties in the debt market or raise additional capital in the equity market. We cannot provide assurances that our operations will be able to generate sufficient cash flow to fund such capital expenditures or that cash flows generated will be allocated to fund capital expenditures, or that we will be able to obtain sufficient capital from other sources on adequate terms, or at all, especially considering elevated interest rates. Our ability to generate cash flow and to obtain third-party financing will depend upon many factors, including:

- our future operating performance;
- general economic conditions, including interest rates, and economic conditions affecting the resort industry, the ski industry and the capital markets;
- competition; and
- legislative and regulatory matters affecting our operations and business;

Any inability to generate sufficient cash flows from operations or to obtain adequate third-party financing could cause us to delay or abandon certain projects and/or plans.

Further, our properties and equipment at our mountain Resorts, including parking areas, roads, ski lifts, and other infrastructure, require periodic maintenance capital expenditures in order to maintain standards of satisfactory operating performance and appearance. Although some maintenance capital expenditure projects are routine and normally planned to occur outside of peak operating periods in order to not interfere with business operations, other maintenance capital expenditure projects are non-routine, difficult to predict, and could arise during peak operating periods. If we fail to identify the need for a maintenance

project, address a maintenance project timely, or fail to anticipate the criticality of a maintenance project for key infrastructure and therefore defer maintenance projects, we could be forced as a result to temporarily close certain of our facilities, particularly during peak operating periods, and our business and results of operations could be materially adversely impacted.

A disruption in our water supply would impact our snowmaking capabilities and operations.

Our operations are heavily dependent upon our access to adequate supplies of water for snowmaking and to otherwise conduct our operations. Our mountain Resorts are subject to federal, state, provincial and local laws and regulations relating to water rights. Changes in these laws and regulations may adversely affect our operations. In addition, a severe and prolonged drought may adversely affect our water supply and increase the cost of snowmaking. A significant change in law or policy, impact from climate change or any other interference with our access to adequate supplies of water to support our current operations or an expansion of our operations would have a material adverse effect on our business, prospects, financial position, results of operations and cash flows.

We rely on various government permits and landlord approvals at our U.S. resorts.

Our U.S. Resort operations require permits and approvals from certain federal, state and local authorities, including the Forest Service, U.S. Army Corps of Engineers, the States of Vermont, New Hampshire and Pennsylvania and the NPS. Virtually all of our ski trails and related activities, including our summer activities, at Vail Mountain, Breckenridge, Keystone, Crested Butte, Stevens Pass, Heavenly, Kirkwood, Mount Snow, Wildcat, a majority of Beaver Creek and portions of Attitash are located on National Forest System lands. The Forest Service has granted us permits to use these lands, but maintains the right to review and approve many operational matters, as well as the location, design and construction of improvements in these areas. The expiration dates for our permits are set forth in the Business section of this Form 10-K under the heading “Contracts with Governmental Authorities for Resort Operations”.

The Forest Service can terminate these permits if it determines that such termination is required in the public interest. A termination of any of our permits could have a materially adverse effect on our business and operations. In order to undertake improvements and new development, we must apply for and obtain permits and other approvals from the Forest Service. These efforts, if unsuccessful, could impact some of our expansion efforts. Furthermore, Congress may materially increase the fees we pay to the Forest Service for use of these National Forest System lands.

Stowe and Okemo are partially located on land we lease from the State of Vermont, Mount Sunapee is located on land we lease from the State of New Hampshire and Laurel Mountain is located on land we lease from the State of Pennsylvania. We are required to seek approval from such states for certain developments and improvements made to these resorts. Certain other resorts are operated on land under long-term leases with third parties. For example, operations at our Northstar, Park City, Mad River Mountain Resorts and Paoli Peaks are conducted pursuant to long-term leases with third parties who require us to operate the Resorts in accordance with the terms of the leases and seek certain approvals from the respective landlords for certain improvements made to the Resorts. The initial lease term for Northstar with affiliates of EPR Properties expires in January 2027 and allows for three 10-year renewal options. We entered into a transaction agreement, master lease agreement and ancillary transaction documents with affiliate companies of Talisker Corporation (“Talisker”), and the initial lease term for our Park City resort with Talisker expires in May 2063. Following the initial lease term expiration, we have six 50-year renewal options. Additionally, GTLC and Flagg Ranch are operated under concession agreements with the NPS that expire on December 31, 2025 and October 31, 2028, respectively. The NPS has released a contract solicitation for the services offered by GTLC, and we intend to timely submit a bid on behalf of the Company. We currently expect that our existing agreement will be extended for an additional one year through December 31, 2026 due to the time needed for solicitation, preparation, review and award of a new contract. We expect the NPS to confirm this extension in the fall of 2025. There is no guarantee that at the end of the lease, license, concession or other agreement under which we operate our Resorts, the agreement will be renewed, if desired, or that we will be able to negotiate new terms that are favorable to us. Additionally, our Resorts that operate entirely or partially on privately-owned land are subject to local land use regulation and oversight by state, county and/or town governments, and we may not be able to obtain the requisite approvals needed for resort improvements or expansions. Failure to comply with the provisions, obligations and terms (including renewal requirements and deadlines) of our material permits and leases could adversely impact our operating results.

We rely on foreign government leases and landlord approvals, and are subject to certain related laws and regulations, at our international resorts.

Our international Resort operations require permits and approvals from certain foreign authorities, including, but not limited to, the (i) Province of British Columbia; (ii) the New South Wales and Victoria, Australia governments; and (iii) the DDPS, the municipalities of Tujetsch, Crans-Montana, and Lens, regional civic communities, such as Bourgeoisie de Montana and Consortage de l’Alpage de Mer-dechon, and the FOT in Switzerland. Our operations at Whistler Blackcomb are located on

Crown Land within the traditional territory of the Squamish and Lil'wat Nations, and the operations and future development of both Whistler Mountain and Blackcomb Mountain are governed by Master Development Agreements, which expire on February 23, 2077. We have a lease and a license for Perisher within the Kosciuszko National Park which expires in June 2048, with an option to renew for an additional period of 20 years. Perisher relies on a suite of planning approvals (and existing use rights) granted under the Australian EPA Act to operate the resort. Strategic planning documents have been adopted to provide a framework for the assessment and approval of future development at the resort. Perisher also holds a number of environmental approvals to regulate its operations, including an environment protection license and a suite of dangerous goods licenses related to the storage of diesel, heating oil and propane in storage tanks across the resort. Each of Falls Creek and a majority of Hotham is located in the Alpine National Park in Victoria, Australia that is permanently reserved under the Crown Land Act and subject to the ARM Act. The ARM Act established the Falls Creek RMB and the Hotham RMB, which is responsible for the management and collection of fees from Falls Creek and Hotham, respectively, and the ARM Regulations give each of the Falls Creek RMB and the Hotham RMB certain discretion over the operations of Falls Creek and Hotham, respectively, including the authority to (i) declare the snow season, (ii) temporarily close the applicable resort if entry would be a significant danger to public safety and (iii) determine which portions of the applicable resort are open to the public and the activities that are permitted on those portions of such resort. Portions of our operations at Andermatt-Sedrun are located on land owned by (i) the DDPS and subject to two leasehold agreements with ASA, each with a term of 50 years expiring on April 10, 2067 and March 13, 2068; and (ii) the municipality of Tujetsch by means of a personal easement agreement which expires on October 12, 2032 with an option to apply for renewal. We also hold a passenger transport concessions from the FOT, for a total of 12 cableway installations by means of a plan approval dated May 3, 2014. Each passenger transport concession has a separate expiration date between 2026 and 2042, and we will then be able to apply for an extension or new concession. Portions of our operations at Crans-Montana are located on land owned by regional Bourgeoisies, the municipality of Crans-Montana and private property owners, whereby the owners have granted building rights and/or easements for the operations. Such leasehold property rights expire between 2027 and 2094, and we will then be able to negotiate for an extension. These leasehold properties primarily relate to forest and agricultural zones for which usage is needed for the operation of the ski lifts (e.g. passing through of ski lifts or in connection with the arrival or departure stations of the ski lifts) and are spread over the entire ski resort. We also hold passenger transport concessions from the FOT, for a total of 20 cableway installations. Each passenger transport concession has a separate expiration date between 2032 and 2047, and we will then be able to apply for an extension or new concession. There is no guarantee that at the end of the initial lease/license or agreements under which we operate our Resorts we will renew or, if desired, be able to negotiate new terms that are favorable to us. Failure to comply with the provisions, obligations and terms (including renewal requirements and deadlines) of our material permits and leases could adversely impact our operating results.

Any resource efficiency transformation initiatives that we undertake may not deliver the results we expect.

To create organizational effectiveness and scale for operating leverage as we grow globally, we announced a multi-year resource efficiency transformation plan to achieve \$100 million in annualized savings by the end of Fiscal 2026. Our ability to realize anticipated benefits from these plans is subject to many estimates and assumptions, including business, economic and competitive uncertainties and contingencies, and accordingly there can be no assurance that the anticipated savings, operating efficiencies or other benefits will be achieved, within the anticipated timeframes or at all, or that they will not be significantly and materially less than anticipated.

We are subject to extensive environmental and health and safety laws and regulations in the ordinary course of business.

Our operations are subject to a variety of federal, state, local and foreign environmental laws and regulations including those relating to air emissions, discharges to water, storage, treatment and disposal of wastes and other liquids, land use, remediation of contaminated sites, protection of natural resources such as wetlands and sustainable visitor or tourist use and enjoyment. For example, future expansions of certain of our mountain facilities must comply with applicable forest plans approved under the National Forest Management Act, federal, state and foreign wildlife protection laws or local zoning requirements, and in Vermont, our operations must comply with Act 250, which regulates the impacts of development to, among other things, waterways, air, wildlife and earth resources, and any projects must be completed pursuant to a Master Plan. In addition, most projects to improve, upgrade or expand our ski areas are subject to environmental review under the NEPA, FRPA, Act 250, the CEQA, the Australian NPW Act, the Australian EPA Act or the Australian EP Act, the Swiss Environmental Protection Act, the Swiss Waters Protection Act, the Swiss Act on the Protection of Nature and Cultural Heritage, the Swiss Forest Act, the Swiss Act on Hunting and the Protection of Wild Mammals and Birds, and the Swiss Spatial Planning Act, as applicable. Our ski area improvement proposals may not be approved or may be approved with modifications that substantially increase the cost or decrease the desirability of implementing the project. From time to time our operations are subject to inspections by environmental regulators or other regulatory agencies. We are also subject to worker health and safety requirements as well as various state and local public health laws, rules, regulations and orders. We believe our operations are in substantial compliance with applicable material environmental, health and safety requirements. However, our efforts to comply do not eliminate the

risk that we may be held liable, incur fines or be subject to claims for damages, and that the amount of any liability, fines, damages or remediation costs may be material for, among other things, the presence or release of regulated materials at, on or emanating from properties we now or formerly owned or operated, newly discovered environmental impacts or contamination at or from any of our properties, or changes in environmental laws and regulations or their enforcement.

Changes in security and privacy laws and regulations could increase our operating costs, increase our exposure to fines and litigation, and adversely affect our ability to market our products, properties and services effectively.

The information, security and privacy requirements imposed by applicable laws and governmental regulation and the payment card industry are increasingly demanding in the U.S. and other jurisdictions where we operate. Maintaining compliance with applicable security and privacy regulations may increase our operating costs or our exposure to potential fines and litigation in connection with the enforcement of such regulations, particularly in light of the launch of the My Epic App, or otherwise impact our ability to market our products, properties and services to our guests. In addition, any failure to maintain compliance with such regulations may cause us to incur significant penalties and generate negative publicity, require us to change our business practices, increase our costs and adversely affect our business. Any future changes or restrictions in U.S. or international privacy laws could also adversely affect our operations, including our ability to transfer guest data. Changes in U.S. or international law affecting marketing, solicitation or privacy, could adversely affect our marketing activities and force changes in our marketing strategy or increase the costs of marketing. If access to lists of potential customers from travel service providers or other companies with whom we have relationships was prohibited or otherwise restricted, our ability to develop new customers and introduce them to our products could be impaired.

We rely on information technology to operate our businesses and maintain our competitiveness, and any failure to adapt to technological developments or industry trends could harm our business or competitive position.

We depend on the use of sophisticated information technology and systems for central reservations, point of sale, marketing, customer relationship management and communication, procurement, maintaining the privacy of guest and employee data, administration and technologies we make available to our guests. We must continuously improve and upgrade our systems and infrastructure to offer enhanced products, services, features and functionality, while maintaining the reliability and integrity of our systems, network security and infrastructure. Particularly in light of the launch of the My Epic App, we may not be able to maintain our existing systems or replace or introduce new technologies and systems as quickly as we would like or in a cost-effective manner, which may keep us from achieving the desired results in a timely manner, to the extent anticipated, or at all. Also, we may be unable to devote adequate financial resources to new technologies and systems in the future. If any of these events occur, our business and financial performance could suffer.

We may not be able to hire, train, reward and retain adequate team members and determine and maintain adequate staffing, including our seasonal workforce, which may impact labor costs and our ability to achieve our operating, growth and financial objectives.

Our long-term growth and profitability depend partially on our ability to recruit and retain high-quality employees to work in and manage our Resorts. Adequate staffing and retention of qualified employees is a critical factor affecting our guests' experiences in our Resorts. In addition, our mountain and lodging operations are highly dependent on a large seasonal workforce. Maintaining adequate staffing is complicated and unpredictable. The market for the most qualified talent continues to be highly competitive and we must provide competitive wages, benefits and workplace conditions to attract and retain the most qualified employees, particularly during a time when we have seen significant wage inflation in the market for employees. In addition, in many communities, the supply of resort-area housing is constrained due to market conditions, making it difficult for our employees to obtain available, affordable housing. Further, zoning regulations, protracted approval processes and local anti-development sentiment can prevent or substantially delay new housing projects that we or other parties may pursue to meet the demand for new affordable housing stock.

Changes in immigration laws, including changes to the manner in which the laws and regulations are interpreted or enforced, could also impact our workforce because we typically recruit and hire foreign nationals as part of our seasonal workforce. A shortage of international workers, failure to adequately recruit and retain new domestic employees, higher than expected attrition levels, or increased wages all could affect our ability to open and operate parts of our Resorts, deliver guest service at traditional margins or achieve our labor cost objectives.

We are also subject to various federal, state and foreign laws governing matters such as minimum wage requirements, sick leave pay, overtime compensation and other working conditions, work authorization requirements, discrimination and family and medical leave. Cost of labor and labor-related benefits are primary components in the cost of our operations. Labor shortages, affordable employee housing shortages, increased employee turnover and health care mandates can increase our labor costs. We are subject to mandated minimum wage rates and we also experience market-driven pressures to pay wages

even higher than mandated minimum wages. This can result in increases not only to the wages of our minimum wage employees but also to the wages paid to employees at wage rates that are above the minimum wage. During Fiscal 2023, we increased our minimum wage for North American employees to \$20 per hour and announced a substantial investment in our human resource department to support more normalized staffing and operations at our Resorts.

From time to time, we have experienced non-union employees attempting to unionize. While only a very small portion of our employees are unionized at present, we have and may again experience additional union activity in the future, which could lead to disruptions in our business, increases in our operating costs and/or constraints on our operating flexibility. These potential labor impacts could adversely impact our results of operations. For additional details, see “Business—Human Capital Management.”

Our business depends on the quality and reputation of our brands, and any deterioration in the quality or reputation of these brands, including as a result of misappropriation of our intellectual property or the risk of accidents occurring at our mountain resorts or competing mountain resorts, may reduce visitation and negatively impact our operations.

A negative public image or other adverse events could affect the reputation of one or more of our mountain Resorts, other destination resorts, hotel properties and other businesses or more generally impact the reputation of our brands. Any resulting harm on our business may be immediate without affording us an opportunity for redress or correction. Our ability to attract and retain guests depends, in part, upon the external perceptions of the Company, the quality and safety of our Resorts, services and activities, including summer activities, and our corporate and management integrity. While we maintain and promote an on-mountain safety program, there are inherent risks associated with our Resort activities. From time to time in the past, accidents and other injuries have occurred on Resort property. An accident or an injury at any of our Resorts or at resorts operated by competitors, particularly an accident or injury involving the safety of guests and employees that receives media attention, could negatively impact our brand or reputation, cause loss of consumer confidence in us, reduce visitation at our Resorts, and negatively impact our results of operations.

The considerable expansion in the use of social media over recent years has compounded the impact of negative publicity. Information posted on social media platforms at any time may be adverse to our interests or may be inaccurate, each of which may harm our reputation or business. If the reputation or perceived quality of our brands declines, our market share, reputation, business, financial condition or results of operations could be adversely impacted. Additionally, our intellectual property, including our trademarks, domain names and other proprietary rights, constitutes a significant part of our value. Any misappropriation, infringement or violation of our intellectual property rights could also diminish the value of our brands and their market acceptance, competitive advantages or goodwill, which could adversely affect our business.

In addition, the quality and reputation of our brands is dependent on our marketing strategies and execution. The continuously changing marketing environment, guest behavior and advertising technologies require that we regularly reassess and adapt our communication approaches and marketing techniques. If we fail to adequately keep pace with these changes, or if we fail to effectively execute our marketing strategies, we may be unable to maintain strong brand awareness and reputation, which may ultimately impact our results of operations.

Increased scrutiny and changing expectations from investors, consumers, employees, regulators, and others regarding our sustainability practices and reporting could cause us to incur additional costs, devote additional resources and expose us to additional risks, which could adversely impact our reputation, guest attraction, access to capital and employee recruitment and retention.

Companies across all industries are facing scrutiny related to their sustainability practices and reporting. Investors, consumers, employees and other stakeholders have focused increasingly on sustainability practices and have placed increasing importance on the implications and social cost of their investments, purchases and other interactions with companies. We have launched numerous sustainability initiatives in recent years, including commitments to achieve various sustainability targets.

Our ability to achieve any sustainability objective is subject to numerous risks, many of which are outside of our control. Examples of such risks include:

- the evolving regulatory requirements affecting sustainability practices;
- the availability of suppliers that can meet sustainability, and other corporate responsibility standards that we may set; and
- our ability to recruit, develop and retain diverse talent in our labor markets.

If we fail, or are perceived to be failing, to meet the standards included in any sustainability disclosure, or fail to achieve our sustainability targets or complete previously announced sustainability initiatives, or otherwise fail to meet the expectations of our various stakeholders, it could negatively impact our reputation, customer attraction and retention, access to capital, and employee retention. In addition, new sustainability rules and regulations have been adopted and may continue to be introduced. Our failure to comply with any applicable rules or regulations could lead to penalties and adversely impact our reputation, customer attraction and retention, access to capital, and employee retention.

Our acquisitions might not be successful.

In recent years, we have completed numerous acquisitions and may continue to acquire certain mountain resorts, hotel properties and other businesses complementary to our own, as well as developable land in proximity to our Resorts. Acquisitions are complex to evaluate, execute and integrate. We cannot ensure that we will be able to accurately evaluate or successfully integrate and manage acquired mountain resorts, properties and businesses and increase our profits from these operations. We continually evaluate potential acquisitions both domestically and internationally and intend to actively pursue acquisition opportunities, some of which could be significant. As a result, we face various risks from acquisitions, including our recent acquisitions of the Seven Springs Resorts, Andermatt-Sedrun and Crans-Montana, some of which include:

- our evaluation of the synergies and/or long-term benefits of an acquired business;
- our inability to integrate acquired businesses into our operations as planned;
- diversion of our management's attention;
- increased expenditures (including legal, accounting and due diligence expenses, higher administrative costs to support the acquired entities, information technology, personnel and other integration expenses);
- diversion of financial and operational resources from enhancing our existing business operations and assets;
- potential increased debt leverage;
- potential issuance of dilutive equity securities;
- litigation arising from acquisition activity;
- potential impairment of goodwill, intangible or tangible assets;
- additional risks with respect to current and potential international operations, including by unique laws, regulations and business practices of foreign jurisdictions; and
- unanticipated problems or liabilities.

In addition, we run the risk that any new acquisitions may fail to perform in accordance with expectations, and that estimates of the costs of improvements and integration for such properties may prove inaccurate.

We are subject to additional risks with respect to our current and potential international operations and properties.

We have and may continue to increase our operations outside of the United States, with international acquisitions to date including Whistler Blackcomb in Canada; Perisher, Hotham and Falls Creek in Australia; and Andermatt-Sedrun and Crans-Montana in Switzerland. We are accordingly subject to a number of risks relating to doing business internationally. We also intend to consider strategic growth opportunities for our portfolio globally through acquisitions in attractive international markets to service demonstrable demand where we believe the anticipated risk-adjusted returns are consistent with our investment objectives. Our international operations and properties and in particular our newly acquired European properties could be affected by factors peculiar to the laws, regulations and business practices of those jurisdictions. These laws, regulations and business practices expose us to risks that are different than or in addition to those commonly found in the United States. Risks relating to our international operations and properties include:

- changing governmental rules and policies, including changes in land use and zoning laws;
- enactment of laws relating to international ownership and laws restricting the ability to remove profits earned from activities within a particular country to a person's or company's country of origin;
- changes in laws or policies governing foreign trade or investment and use of foreign operations or workers, and any negative sentiments towards multinational companies as a result of any such changes to laws, regulations or policies or due to trends such as political populism and economic nationalism;
- variations in currency exchange rates and the imposition of currency controls;
- adverse market conditions caused by terrorism, civil unrest, natural disasters, infectious disease and changes in international, national or local governmental or economic conditions;
- business disruptions arising from public health crises and outbreaks of communicable diseases, including the recent coronavirus outbreak;
- the willingness of U.S. or international lenders to make loans in certain countries and changes in the availability, cost and terms of secured and unsecured debt resulting from varying governmental economic policies;

- the imposition of unique tax structures and changes in tax rates and other operating expenses in particular countries, including the potential imposition of adverse or confiscatory taxes;
- the potential imposition of restrictions on currency conversions or the transfer of funds;
- general political and economic instability;
- compliance with international laws and regulations (including anti-corruption regulations, such as the U.S. Foreign Corrupt Practices Act);
- data security, including requirements that local customer data be stored locally and not transferred to other jurisdictions; and
- our limited experience and expertise in foreign countries, particularly European countries, relative to our experience and expertise in the United States;

If any of the foregoing risks were to materialize, they could materially and adversely affect us.

Exchange rate fluctuations could result in significant foreign currency gains and losses and affect our business results.

We are exposed to currency translation risk because the local currency utilized in the operations of Whistler Blackcomb, Perisher, Hotham, Falls Creek, Andermatt-Sedrun and Crans-Montana are different than our functional currency, the U.S. dollar. As a result, changes in foreign exchange rates, in particular between the Canadian dollar, Australian dollar, Swiss franc and the U.S. dollar, affect the amounts we record for our foreign assets, liabilities, revenues and expenses, and could have a negative effect on our financial results. We currently do not enter into hedging arrangements to minimize the impact of foreign currency fluctuations. We expect that our exposure to foreign currency exchange rate fluctuations will increase as our international operations grow and if we acquire additional international resorts.

We are subject to tax laws and regulations in multiple jurisdictions, and changes to those laws and regulations or interpretations thereof or adverse determinations by tax authorities may adversely affect us.

We are subject to income and other taxes in the United States and in multiple foreign jurisdictions. Due to economic and political conditions, tax rates in various jurisdictions may be subject to significant change. Our effective tax rates could be affected by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities, or changes in tax laws or their interpretation.

In addition, the Organization for Economic Cooperation and Development reached agreement among various countries to implement a minimum 15% tax rate on certain multinational enterprises, commonly referred to as Pillar Two. Many countries continue to announce changes in their tax laws and regulations based on the Pillar Two proposals and have enacted legislation to implement the core elements of the Pillar Two model rules. We are continuing to evaluate the impact of these proposed and enacted legislative changes as new guidance becomes available. Some of these legislative changes could impact our effective tax rate and tax liabilities. Given the numerous proposed tax law changes and the uncertainty regarding such proposed legislative changes, the impact of Pillar Two cannot be determined at this time.

We are also subject to the examination of tax returns and other tax matters by the Internal Revenue Service and other tax authorities and governmental bodies. We regularly assess the likelihood of an adverse outcome resulting from these examinations to determine the adequacy of our provision for taxes. There can be no assurance as to the outcome of these examinations. If our effective tax rates were to increase or if the ultimate determination of our taxes owed is for an amount in excess of amounts previously accrued, our financial condition, operating results and cash flows could be adversely affected.

Risks Relating to Ownership of our Common Stock

We cannot provide assurance that we will pay dividends, or if paid, that dividend payments will be consistent with historical levels.

We have generally paid quarterly dividends since fiscal 2011 (with the exception of several quarters in Fiscal 2020 and Fiscal 2021 to maintain short-term liquidity in response to the COVID-19 pandemic), which are funded through cash flow from operations, available cash on hand and borrowings under our Credit Facilities. The declaration of dividends is subject to the discretion of our Board of Directors (the “Board”), and is limited by applicable state law concepts of available funds for distribution, as well as contractual restrictions. As a result, the amount, if any, of the dividends to be paid in the future will depend upon a number of factors, including our available cash on hand, anticipated cash needs, overall financial condition, restrictions contained in our Ninth Amended and Restated Credit Agreement (the “Vail Holdings Credit Agreement”), any future contractual restrictions, future prospects for earnings and cash flows, as well as other factors considered relevant by our Board. In addition, our Board may also suspend the payment of dividends at any time if it deems such action to be in the best interests of the Company and its stockholders. If we do not pay dividends, the price of our common stock must appreciate for

investors to realize a gain on their investment in Vail Resorts, Inc. This appreciation may not occur and our stock may in fact depreciate in value. On September 26, 2025, our Board approved a cash dividend of \$2.22 per share payable on October 27, 2025 to stockholders of record as of October 9, 2025.

Our indebtedness could adversely affect our financial condition and our ability to operate our business, to react to changes in the economy or our industry, to fulfill our obligations under our various notes, to pay our other debts, and could divert our cash flow from operations for debt payments.

We have a substantial amount of debt, which requires significant interest and principal payments. As of July 31, 2025, we had \$3.2 billion in total indebtedness outstanding. This amount includes (i) \$910.5 million of indebtedness pursuant to the term loan facility under the Vail Holdings Credit Agreement that matures in 2029, (ii) \$600.0 million aggregate principal amount of our unsecured senior notes due 2032 (the “6.50% Notes”), (iii) \$525.0 million in aggregate principal amount of 0.0% convertible notes due 2026 (the “0.0% Convertible Notes”), (iv) \$500 million in aggregate principal amount of our unsecured senior notes due 2030 (the “5.625% Notes”), and (v) \$374.9 million with respect to our obligation associated with the Canyons long-term lease, (vi) \$114.2 million with respect to the EPR Secured Notes under the master credit and security agreements and other related agreements with EPT Ski Properties, Inc. and its affiliates (“EPR”), as amended (collectively, the “EPR Agreements”), (vii) \$52.6 million with respect to our obligations associated with outstanding debt of certain employee housing entities, (viii) \$37.1 million with respect to the New Regional Policy loan between Andermatt-Sedrun and the Canton of Uri and Canton of Graubünden (the “NRP Loan”), and (xi) \$27.4 million with respect to our obligations associated with Whistler Blackcomb employee housing leases. We also have a credit agreement at Whistler Blackcomb that matures in 2028 (the “Whistler Credit Agreement”), which had no amounts outstanding as of July 31, 2025. Collectively, the Vail Holdings Credit Agreement, the Whistler Credit Agreement, the EPR Agreements and the NRP Loan are referred to herein as the “Credit Agreements,” and such facilities, the “Credit Facilities.” Our borrowings under the Vail Holdings Credit Agreement are subject to interest rate changes substantially increasing our risk to changes in interest rates. Under the Vail Holdings Credit Agreement, borrowings under the Vail Holdings Credit Agreement, including the term loan facility, bear interest annually at a rate of SOFR plus 1.60%. As of July 31, 2025 we also have, on a cumulative basis, minimum lease payment obligations under operating leases of approximately \$342.6 million over the term of the leases. Our level of indebtedness and minimum lease payment obligations could have important consequences. For example, it could:

- make it more difficult for us to satisfy our obligations under our outstanding debt;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, including the annual payments under the Canyons lease, thereby reducing the availability of our cash flow to fund dividend payments, working capital, capital expenditures, real estate developments, marketing efforts and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt;
- limit our ability to borrow additional funds, refinance debt, or obtain additional financing for working capital, capital expenditures, debt service requirements, acquisitions or other general corporate purposes;
- make it difficult for us to satisfy our obligations, including debt service requirements under our outstanding debt; and
- cause potential or existing customers to not contract with us due to concerns over our ability to meet our financial obligations, such as insuring against our professional liability risks, under such contracts.

Furthermore, our debt under our Credit Facilities bears interest at variable rates, which may be impacted by potential future changes in interest rates due to reference rate reform. We may be able to incur additional indebtedness in the future. The terms of our Credit Facilities, the 5.625% Notes, the 0.0% Convertible Notes and the 6.50% Notes do not fully prohibit us from doing so. If we incur additional debt, the related risks that we face could intensify.

Additionally, our Credit Facilities also impose significant operating and financial restrictions on us. These restrictions limit our ability and the ability of our subsidiaries to, among other things:

- incur or guarantee additional debt or issue capital stock;
- pay dividends and make other distributions on, or redeem or repurchase, capital stock;
- make certain investments;
- incur certain liens;
- enter into transactions with affiliates;
- merge or consolidate;
- enter into agreements that restrict the ability of subsidiaries to make dividends, distributions or other payments to us or the guarantors;

- designate restricted subsidiaries as unrestricted subsidiaries; and
- transfer or sell assets.

The indentures governing the 5.625% Notes and the 6.50% Notes contains a number of significant restrictions and covenants that limit our ability to:

- grant or permit liens;
- engage in sale/leaseback transactions; and
- engage in a consolidation or merger, or sell, transfer or otherwise dispose of all or substantially all of our assets.

In addition, the Whistler Credit Agreement contains restrictions on the ability of Whistler Mountain Resort Limited Partnership and Blackcomb Skiing Enterprises Limited Partnership (together “The WB Partnerships”) and their respective subsidiaries, and the EPR Agreements contain restrictions on the ability of Peak Resorts and its subsidiaries, to make dividends, distributions or other payments to us or the guarantors. We and our subsidiaries are subject to other covenants, representations and warranties in respect of our Credit Facilities, including financial covenants as defined in the Credit Agreements. Events beyond our control may affect our ability to comply with these covenants.

The terms of any future indebtedness we may incur could include more restrictive covenants. We may not be able to maintain compliance with our financial covenants in the future and, if we fail to do so, we may not be able to obtain waivers from the lenders and/or amend the covenants.

There can be no assurance that we will meet the financial covenants contained in our Credit Facilities, when in effect. If we breach any of these restrictions or covenants, or suffer a material adverse change which restricts our borrowing ability under our Credit Facilities, we would not be able to borrow funds thereunder without a waiver. Any inability to borrow could have an adverse effect on our business, financial condition and results of operations. In addition, a breach, if uncured, could cause a default under the applicable agreement(s) governing our indebtedness, in which case such we may be required to repay these borrowings before their due date. We may not have or be able to obtain sufficient funds to make these accelerated payments. If we are forced to refinance these borrowings on less favorable terms or cannot refinance these borrowings, our results of operations and financial condition could be adversely affected.

We may not continue to repurchase our common stock pursuant to our share repurchase program, and any such repurchases may not enhance long-term stockholder value. Share repurchases could also increase the volatility of the price of our common stock and could diminish our cash reserves.

On March 9, 2006, the Company’s Board approved a share repurchase program, authorizing the Company to repurchase up to 3,000,000 Vail Shares. On July 16, 2008, December 4, 2015, March 7, 2023, September 25, 2024, and June 4, 2025 the Company’s Board increased the authorization by an additional 3,000,000, 1,500,000, 2,500,000, 1,100,000 and 1,500,000 Vail Shares, respectively, for a total authorization to repurchase up to 12,600,000 Vail Shares. Since inception of this stock repurchase program through July 31, 2025, the Company has repurchased 11,060,183 shares at a cost of approximately \$1,399.4 million, excluding accrued excise tax. As of July 31, 2025, 1,539,817 Vail Shares remained available to repurchase under the existing share repurchase program, which has no expiration date.

Although our Board has approved a share repurchase program, the share repurchase program does not obligate us to repurchase any specific dollar amount or to acquire any specific number of shares. The timing and amount of repurchases, if any, will depend upon several factors, including market and business conditions, our liquidity and capital resources, the trading price of our common stock and the nature of other investment opportunities. The repurchase program may be limited, suspended or discontinued at any time without prior notice. In addition, repurchases of our common stock pursuant to our share repurchase program could cause our stock price to be higher than it would be in the absence of such a program and could potentially reduce the market liquidity for our stock. Additionally, our share repurchase program could reduce our available liquidity, which may impact our ability to finance future growth and to pursue possible future strategic opportunities and acquisitions. Further, the Internal Revenue Service recently implemented a nondeductible excise tax equal to 1% of the fair market value of certain corporate share repurchases. There can be no assurance that any share repurchases will enhance stockholder value because the market price of our common stock may decline below levels at which we repurchased shares of stock. Although our share repurchase program is intended to enhance long-term stockholder value, there is no assurance that it will do so and short-term stock price fluctuations could reduce the program’s effectiveness.

General Risk Factors

We are subject to litigation in the ordinary course of business.

We are, from time to time, subject to various asserted or unasserted legal proceedings and claims. Any such proceedings or claims, regardless of merit, could be time consuming and expensive to defend and could divert management's attention and resources. While we believe we have adequate insurance coverage and/or accrue for loss contingencies for all known matters that are probable and can be reasonably estimated, we cannot provide any assurance that the outcome of all current or future litigation proceedings and claims will not have a material adverse effect on us and our results of operations.

We are subject to complex and evolving accounting regulations and use certain estimates and judgments that may differ significantly from actual results.

Implementation of existing and future legislation, rulings, standards and interpretations from the Financial Accounting Standards Board or other regulatory bodies could affect the presentation of our financial statements and related disclosures. Future regulatory requirements could significantly change our current accounting practices and disclosures. Such changes in the presentation of our financial statements and related disclosures could change an investor's interpretation or perception of our financial position and results of operations.

We use many methods, estimates and judgments in applying our accounting policies (see "Critical Accounting Policies" in Item 7 of this Form 10-K), including in connection with acquisitions. Such methods, estimates and judgments are, by their nature, subject to substantial risks, uncertainties and assumptions, and factors may arise over time that lead us to change our methods, estimates and judgments. Changes in those methods, estimates and judgments could significantly affect our results of operations.

Anti-takeover provisions affecting us could prevent or delay a change of control that is beneficial to our stockholders.

Provisions of our certificate of incorporation and bylaws, provisions of our debt instruments and other agreements and provisions of applicable Delaware law and applicable federal and state regulations may discourage, delay or prevent a merger or other change of control that holders of our securities may consider favorable. These provisions could:

- delay, defer or prevent a change in control of our Company;
- discourage bids for our securities at a premium over the market price;
- adversely affect the market price of, and the voting and other rights of the holders of our securities; or
- impede the ability of the holders of our securities to change our management.

For instance, provisions of the indentures governing our indebtedness stipulate that the Company must repurchase the senior notes at the option of their holders upon the event of a change in control of the Company. Further, a change of control would constitute an event of default under our credit agreements.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

None.

ITEM 1C. CYBERSECURITY.

Risk Management and Strategy

Cybersecurity is a dynamic and constantly evolving field. We are committed to continuously improving our cybersecurity posture by staying informed about emerging threats, adopting industry best practices, and integrating feedback from our assessments and incidents. Our goal is to maintain a resilient cybersecurity framework that protects our assets and supports our long-term business objectives.

We manage risks from cybersecurity threats through our overall enterprise risk management process, which is overseen by our Board. Our cybersecurity risks are considered individually as part of our enterprise risk management process alongside other risks, and priorities and discussed with our Board. Management has created an information security program, which is comprised of a dedicated information security team and policies, procedures, and processes for assessing, identifying, and managing risks from cybersecurity threats. Our policies, procedures, and processes follow recognized frameworks established by the National Institute of Standards and Technology ("NIST") and the International Organization for Standardization, as well as other relevant standards. Our program is designed to maintain the confidentiality, integrity, security, and availability of data created, collected, stored, and used to operate our business.

We identify, assess, and manage risks from cybersecurity threats through various mechanisms, which from time to time may include tabletop exercises, control gap analyses, threat modeling, impact analyses, internal audits, external audits, vulnerability scans, penetration tests, and engagement of third parties to conduct analyses of our information security program. We obtain cybersecurity threat intelligence from recognized forums, third parties, and other sources as part of our risk assessment process. We also maintain a risk-based approach for assessing, identifying, and managing risks from cybersecurity threats associated with third party service providers and other companies with whom we do business. As part of our cybersecurity program, team members receive cybersecurity training and participate in awareness programs including phishing simulation exercises and reminders, and programming and events during Cybersecurity Awareness Month. We also carry cyber security insurance, which is renewed annually and covers cyber events and business interruption. We closely monitor costs of breaches within the industry in an effort to ensure that our coverage is sufficient to address all reasonably foreseeable threats and levels of risk.

We maintain an Incident Response Plan (“IRP”), which applies to information security incidents. Our IRP sets out a coordinated, multi-functional approach for investigating, containing, and mitigating incidents, as well as the communication protocol of such incidents to senior management and other key stakeholders pursuant to established thresholds so that decisions regarding the disclosure and reporting of such incidents can be made by management in a timely manner. In general, our incident response process follows the NIST framework and focuses on four phases: (i) preparation; (ii) detection and analysis; (iii) containment, eradication, and recovery; and (iv) post-incident remediation.

Board oversight of cybersecurity risk management is supported by the Audit Committee, which regularly reviews internal reports from management with respect to information technology and cybersecurity issues, and interacts with our enterprise risk management function and our Chief Information Officer (“CIO”) regarding major cybersecurity risk areas and recommended actions to address such risks.

Cybersecurity Governance

Our Information Security and Compliance teams, in coordination with the Board and Audit Committee, oversees the management of risks from cybersecurity threats, including the policies, standards, processes, and practices that our CIO and our Vice President of Information Security, in coordination with our Information Technology Senior Leadership Team, develop and implement to address risks from cybersecurity threats. The Board and the Audit Committee each receive regular presentations and reports on cybersecurity risks, which address a wide range of topics including, for example, recent developments, evolving standards, vulnerability assessments, third-party and independent reviews, the threat environment, technological trends, and information security considerations arising with respect to our peers and third parties. The Board and the Audit Committee are also informed of any cybersecurity incident that meets established reporting thresholds, as well as ongoing updates regarding such incident until it has been addressed. At least once each quarter, the Audit Committee discusses our approach to cybersecurity risk management with our CIO, and at least annually, or more frequently as necessary, our CIO meets with the Board to discuss cybersecurity risk management.

Our CIO and our Vice President of Information Security are principally responsible for overseeing our cybersecurity risk management program, in partnership with other business leaders across company. Our CIO serves as Chair of our Cybersecurity Incident Materiality Assessment Council and works in coordination with the other members of our Executive Committee.

Our CIO has served in various roles in information technology and information security for over 27 years, including in technology leadership roles such as Chief Information Officer, Vice President Business Technology, Vice President Business Information Services, Senior Director of Mountain Technology, Director of Resort Application Development, and Director of Order Management Systems leadership roles for large public companies. Our CIO holds a B.B.A. in Management Information Systems and Accounting from University of Oklahoma.

Our Vice President of Information Security has served in various roles in information technology and information security for over 27 years, including as Vice President of Information Security for large public companies. In addition, our Vice President of Information Security has previously held roles including Vice President of Information Security and Technology, Senior Director Information Technology, Director IT Security and Compliance, and Senior IT Audit Manager. Our Vice President of Information Security has earned several certifications including CISSP, CISA, CISSM, and PCI-ISA. Our Vice President of Information Security holds a B.S. in Management Information Systems from Iowa State University and an MBA from Auburn University.

Our CIO and Vice President of Information Security, in coordination with our Legal, Internal Audit, and Compliance teams, work collaboratively across the company to implement a program designed to protect our information systems from cybersecurity threats and to promptly respond to any cybersecurity incidents in accordance with our security IRP. To facilitate

the success of this program, multidisciplinary teams throughout the company are deployed to address cybersecurity threats and to respond to cybersecurity incidents in accordance with our incident response and recovery plans. Through the ongoing communications from these teams, the CIO, the Vice President of Information Security, and our Cybersecurity Incident Materiality Assessment Council monitor the prevention, detection, mitigation, and remediation of cybersecurity incidents in real time, and report such incidents to the Audit Committee when appropriate.

The Audit Committee reviews our cybersecurity management strategy and initiatives on a regular basis and oversees the management of risks from cybersecurity threats, including the policies, processes, and practices implemented by the Company to address such risks. The Audit Committee also routinely receives reports on the cybersecurity landscape, regulatory requirements, industry standards, and emerging threats. Prompt and timely information regarding any significant cybersecurity incident as specified in our IRP, including ongoing updates as the incident unfolds and until it has been addressed, are also provided to both the Board and the Audit Committee.

We do not currently believe cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected or are reasonably likely to affect us, including our business strategy, results of operations, or financial condition; however, we could experience a cybersecurity incident that materially affects us in the future.

ITEM 2. PROPERTIES.

The following table sets forth the principal properties that we own or lease for use in our operations:

Location	Ownership	Use
Afton Alps, MN	Owned	Ski resort operations, including ski lifts, ski trails, clubhouse, buildings, commercial space and other improvements
Alpine Valley Resort, OH	Owned	Ski resort operations, including ski lifts, ski trails, golf course, clubhouse, buildings, commercial space and other improvements
Andermatt Ski Resort, Switzerland	Owned	Ski resort operations, including ski lifts, ski trails, buildings, commercial space and other improvements, and dining facilities
Andermatt Ski Resort, Switzerland	Leased	Ski resort operations, including buildings, commercial space, parking and other improvements, dining facilities and employee housing
Andermatt Ski Resort, Switzerland	Easement	Ski resort operations, including third party land use rights, and dining facilities
Andermatt Ski Resort, Switzerland	Concession contract	Ski resort operations, including third party land use rights
Arrowhead Mountain, CO	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements, property management and commercial space
Attitash Mountain, NH	Owned	Ski resort operations, including ski lifts, ski trails, buildings, commercial space and other improvements
Attitash Mountain, NH (279 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
BC Housing RiverEdge, CO	26% Owned	Employee housing facilities
Bachelor Gulch Village, CO	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements, property management and commercial space
Beaver Creek Resort, CO	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements, property management, commercial space and real estate held for sale or development
Beaver Creek Mountain, CO (3,801 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Beaver Creek Mountain Resort, CO	Owned	Golf course, clubhouse, commercial space and residential condominium units
Big Boulder Mountain, PA	Owned	Ski trails, ski lifts, buildings and other improvements
Boston Mills, OH	Owned	Ski trails, ski lifts, buildings and other improvements
Brandywine, OH	Owned	Ski trails, ski lifts, buildings and other improvements

Location	Ownership	Use
Breckenridge Ski Resort, CO	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements, property management, commercial space and real estate held for sale or development
Breckenridge Mountain, CO (5,702 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Breckenridge Terrace, CO	50% Owned	Employee housing facilities
Broomfield, CO	Leased	Corporate offices
Colter Bay Village, WY	Concession contract	Lodging and dining facilities
Crans-Montana Mountain Resort, Switzerland	84% Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements and commercial space
Crans-Montana Mountain Resort, Switzerland	Owned	Ski resort operations, including ski school and dining operations
Crested Butte Mountain Resort, CO	Owned	Buildings, other improvements and land used for operation of Crested Butte Mountain Resort
Crested Butte Mountain Resort, CO (4,350 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Crotched Mountain, NH	Owned	Ski trails, ski lifts, buildings and other improvements
Eagle-Vail, CO	Owned	Warehouse facility
Edwards, CO	Leased	Administrative offices
Falls Creek Alpine Resort, Victoria, Australia (1,112 acres)	Leased	Ski resort operations, including ski lifts, ski trails, buildings and other improvements
Headwaters Lodge & Cabins at Flagg Ranch, WY	Concession contract	Lodging and dining facilities
Heavenly Mountain Resort, CA & NV	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements and commercial space
Heavenly Mountain, CA & NV (7,050 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Hidden Valley Resort, MO	Owned	Ski trails, ski lifts, buildings and other improvements
Hidden Valley Resort, PA	Owned	Ski trails, ski lifts, buildings and other improvements
Hotham Alpine Resort, Victoria, Australia (791 acres)	Leased	Ski resort operations, including ski lifts, ski trails, buildings and other improvements
Hunter Mountain, NY	Owned	Ski resort operations, including ski lifts, ski trails, golf course, clubhouse, buildings, commercial space and other improvements.
Jack Frost Ski Resort, PA	Owned	Ski trails, ski lifts, buildings and other improvements
Jackson Hole Golf & Tennis Club, WY	Owned	Golf course, clubhouse, tennis and dining facilities
Jackson Lake Lodge, WY	Concession contract	Lodging, dining and conference facilities
Jenny Lake Lodge, WY	Concession contract	Lodging and dining facilities
Keystone Conference Center, CO	Owned	Conference facility
Keystone Lodge, CO	Owned	Lodging, spa, dining and conference facilities
Keystone Resort, CO	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements, commercial space, property management, dining and real estate held for sale or development
Keystone Mountain, CO (8,376 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Keystone Ranch, CO	Owned	Golf course, clubhouse and dining facilities
Kirkwood Mountain Resort, CA	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements, property management and commercial space
Kirkwood Mountain, CA (2,330 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Laurel Mountain, PA	Leased	Ski trails, ski lifts, buildings and other improvements
Liberty Mountain Resort, PA	Owned	Ski resort operations, including ski lifts, ski trails, golf course, clubhouse, buildings and other improvements

Location	Ownership	Use
Mad River Mountain, OH	Leased	Ski trails, ski lifts, buildings and other improvements
Mount Snow, VT	Owned	Ski resort operations, including ski lifts, ski trails, golf course, clubhouse, buildings, commercial space and other improvements.
Mount Snow, VT (894 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Mount Sunapee Resort, NH (850 acres)	Owned/Leased	Ski resort operations, including ski lifts, ski trails, buildings and other improvements and commercial space
Mt. Brighton, MI	Owned	Ski resort operations, including ski lifts, ski trails, buildings, commercial space and other improvements
Mt. Mansfield, VT (1,400 acres)	Leased	Ski trails, ski lifts, buildings and other improvements used for operation of Stowe Mountain Resort
Northstar California Resort, CA (7,200 acres)	Leased	Ski trails, ski lifts, golf course, commercial space, dining facilities, buildings and other improvements
Northstar Village, CA	Leased	Commercial space, ski resort operations, dining facilities, buildings, property management and other improvements
Okemo Mountain Resort, VT	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements, property management and commercial space
Okemo Mountain, VT (1,223 acres)	Leased	Ski resort operations, including ski lifts, ski trails, dining facilities, buildings and other improvements
Paoli Peaks, IN	Owned/Leased	Ski trails, ski lifts, buildings and other improvements
Park City Mountain, UT (8,900 acres)	Leased	Ski resort operations including ski lifts, ski trails, buildings, commercial space, dining facilities, property management, conference facilities and other improvements (including areas previously referred to as Canyons Resort, UT)
Park City Mountain, UT (220 acres)	Owned	Ski trails, ski lifts, dining facilities, commercial space, buildings, real estate held for sale or development and other improvements
Perisher Ski Resort, NSW, Australia (3,335 acres)	Owned/Leased/Licensed	Ski trails, ski lifts, dining facilities, commercial space, railway, buildings, lodging, conference facilities and other improvements
Red Cliffs Lodge, CA	Leased	Dining facilities, ski resort operations, commercial space, administrative offices
Red Sky Ranch, CO	Owned	Golf courses, clubhouses, dining facilities and real estate held for sale or development
River Course at Keystone, CO	Owned	Golf course and clubhouse
Roundtop Mountain Resort, PA	Owned	Ski resort operations, including ski lifts, ski trails, buildings, commercial space and other improvements
Seven Springs Resort, PA	Owned	Ski trails, ski lifts, dining facilities, commercial space, lodging, property management, conference facilities and other improvements
Snow Creek, MO	Owned	Ski trails, ski lifts, buildings and other improvements
SSI Venture, Inc. ("VRR") Properties; CO, CA, NV, UT, MN & BC, Canada	Owned/Leased	Approximately 240 rental and retail stores (of which approximately 85 stores are currently held under lease) for recreational products, 7 leased warehouses and 16 My Epic Gear member services locations.
Ski Tip Lodge, CO	Owned	Lodging and dining facilities
Stevens Pass, WA	Owned	Employee housing and guest parking facilities
Stevens Pass Mountain, WA (2,443 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Stevens Pass Ski Resort, WA	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements and commercial space
Stowe Mountain Resort, VT	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements and commercial space
The Arrabelle at Vail Square, CO	Owned	Lodging, spa, dining and conference facilities
The Lodge at Vail, CO	Owned	Lodging, spa, dining and conference facilities
The Osprey at Beaver Creek, CO	Owned	Lodging, dining and conference facilities
The Tarnes at Beaver Creek, CO	31% Owned	Employee housing facilities

Location	Ownership	Use
Tenderfoot Housing, CO	50% Owned	Employee housing facilities
The Pines Lodge at Beaver Creek, CO	Owned	Lodging, dining and conference facilities
Vail Mountain, CO	Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements, property management, commercial space and real estate held for sale or development
Vail Mountain, CO (12,353 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Whistler Blackcomb Resort, BC, Canada	75% Owned	Ski resort operations, including ski lifts, ski trails, buildings and other improvements, property management, commercial space and real estate held for sale or development
Whistler Mountain and Blackcomb Mountain, BC, Canada	MDA	Ski resort operations, including ski lifts, ski trails, buildings and other improvements
Whistler Blackcomb Resort, BC, Canada	Leased	Employee housing facilities
Whitetail Resort, PA	Owned	Ski resort operations, including ski lifts, ski trails, golf course, buildings, commercial space and other improvements
Wildcat Mountain, NH (953 acres)	SUP	Ski trails, ski lifts, buildings and other improvements
Wilmot Mountain, WI	Owned	Ski trails, ski lifts, buildings and other improvements

Many of our properties are used across all segments in complementary and interdependent ways.

ITEM 3. LEGAL PROCEEDINGS.

We are a party to various lawsuits arising in the ordinary course of business. We believe that we have adequate insurance coverage and/or have accrued for all estimable and probable loss contingencies for asserted and unasserted matters and that, although the ultimate outcome of such claims cannot be ascertained, current pending and threatened claims are not expected, individually or in the aggregate, to have a material adverse impact on our financial position, results of operations and cash flows. For additional information, see Notes to Consolidated Financial Statements.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Market and Stockholders

Our common stock is traded on the New York Stock Exchange ("NYSE") under the symbol "MTN." As of September 24, 2025, 35,884,970 shares of common stock were outstanding, held by approximately 228 holders of record.

Dividend Policy

In fiscal 2011, our Board approved the commencement of a regular quarterly cash dividend on our common stock, subject to quarterly declaration, which has typically been increased on an annual basis. The amount, if any, of dividends to be paid in the future will depend on our available cash on hand, anticipated cash needs, overall financial condition, restrictions contained in our Ninth Amended and Restated Credit Agreement (the "Vail Holdings Credit Agreement"), future prospects for earnings and cash flows, as well as other factors considered relevant by our Board. On September 26, 2025, our Board of Directors approved a cash dividend of \$2.22 per share payable on October 27, 2025 to stockholders of record as of October 9, 2025. We expect to fund the dividend with available cash on hand.

Repurchase of Equity Securities

The following table sets forth our purchases of shares of our common stock during the fourth quarter of our fiscal year ended July 31, 2025 ("Fiscal 2025"):

Period	Total Number of Shares Purchased	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (2)
May 1, 2025 - May 31, 2025	—	\$ —	—	2,826,437
June 1, 2025 - June 30, 2025	1,286,620	\$ 155.45	1,286,620	1,539,817
July 1, 2025 - July 31, 2025	—	\$ —	—	1,539,817
Total	1,286,620	\$ 155.45	1,286,620	1,539,817

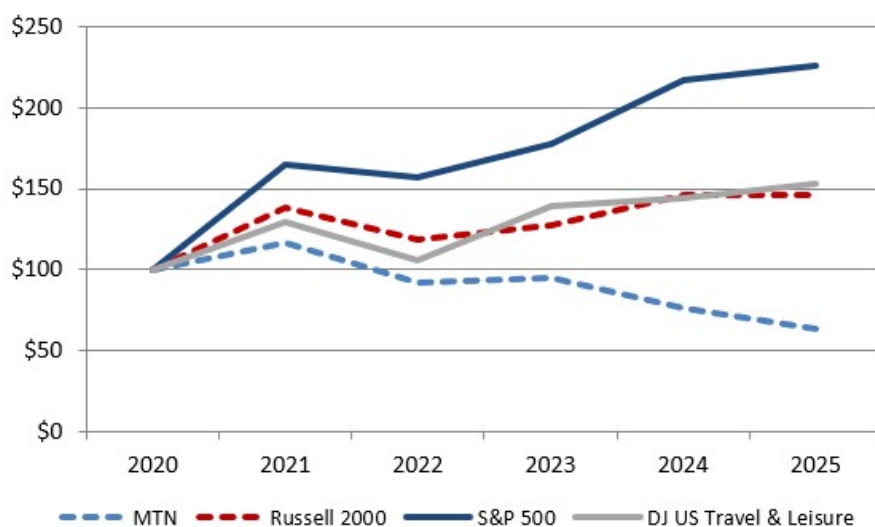
(1) Average price per share excludes any excise tax imposed on stock repurchases as part of the Inflation Reduction Act of 2022.

(2) The share repurchase program is conducted under authorizations made from time to time by our Board. The Board initially authorized the repurchase of up to 3,000,000 Vail Shares (March 9, 2006), and later authorized additional repurchases of up to 3,000,000 Vail Shares (July 16, 2008), 1,500,000 Vail Shares (December 4, 2015), 2,500,000 Vail Shares (March 7, 2023), 1,100,000 (September 25, 2024) and 1,500,000 (June 4, 2025), for a total authorization to repurchase up to 12,600,000 Vail Shares. From inception of this stock repurchase program through July 31, 2025, the Company has repurchased 11,060,183 shares at a cost of approximately \$1,399.4 million, excluding excise tax. As of July 31, 2025, 1,539,817 shares remained available to repurchase under the existing repurchase authorization. Repurchases under these authorizations may be made from time to time at prevailing prices as permitted by applicable laws, including under plans complying with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, and subject to market conditions and other factors. The timing as well as the number of Vail Shares that may be repurchased under the program will depend on several factors, including our future financial performance, our available cash resources and competing uses for cash that may arise in the future, the restrictions in our Vail Holdings Credit Agreement, prevailing prices of Vail Shares and the number of Vail Shares that become available for sale at prices that we believe are attractive. These authorizations have no expiration date.

Performance Graph

The total return graph below is presented for the period from the beginning of our fiscal year ended July 31, 2021 through the end of Fiscal 2025. The comparison assumes that \$100 was invested at the beginning of the period in our common stock ("MTN"), The Russell 2000 Stock Index, The Standard & Poor's 500 Stock Index and the Dow Jones U.S. Travel and Leisure Stock Index, with dividends reinvested where applicable. We include the Dow Jones U.S. Travel and Leisure Index as we believe we compete in the travel and leisure industry.

The performance graph is not deemed filed with the Securities and Exchange Commission (“SEC”) and is not to be incorporated by reference into any of our filings under the Securities Act of 1933 or the Exchange Act, unless such filings specifically incorporate the performance graph by reference therein.



	As of July 31,						
	2020	2021	2022	2023	2024	2025	
Vail Resorts, Inc.	\$ 100.00	\$ 116.51	\$ 92.40	\$ 94.94	\$ 76.48	\$ 63.46	
Russell 2000	\$ 100.00	\$ 138.48	\$ 118.64	\$ 127.97	\$ 146.17	\$ 146.16	
Standard & Poor's 500	\$ 100.00	\$ 164.90	\$ 157.22	\$ 177.64	\$ 216.97	\$ 225.56	
Dow Jones U.S. Travel and Leisure	\$ 100.00	\$ 129.66	\$ 105.59	\$ 138.95	\$ 144.40	\$ 153.50	

ITEM 6. [Reserved]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

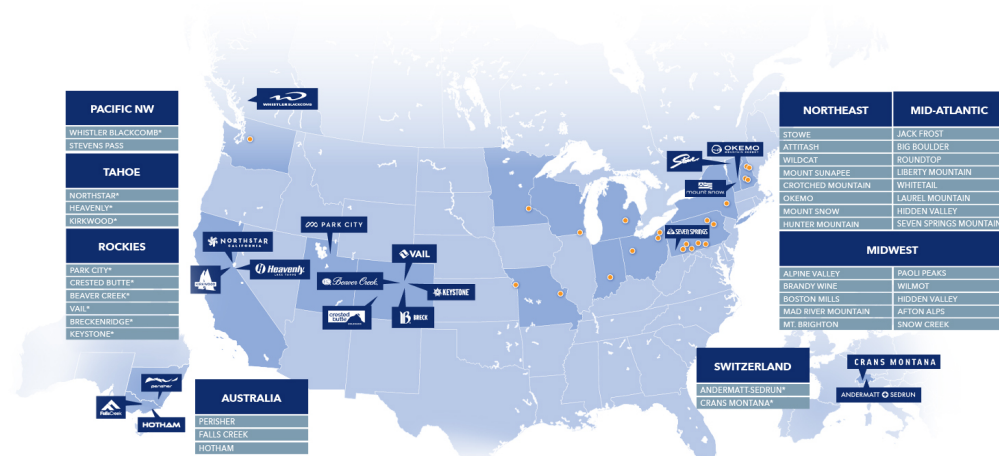
The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be read in conjunction with the Consolidated Financial Statements and notes related thereto included in this Form 10-K. To the extent that the following MD&A contains statements which are not of a historical nature, such statements are forward-looking statements which involve risks and uncertainties. These risks include, but are not limited to, those discussed in Item 1A. "Risk Factors" in this Form 10-K. The following discussion and analysis should be read in conjunction with the Forward-Looking Statements section and Item 1A. "Risk Factors," each included in this Form 10-K.

The MD&A includes discussion of financial performance within each of our three segments. We have chosen to specifically include segment Reported EBITDA (defined as segment net revenue less segment operating expense, plus segment equity investment income or loss, and for the Real Estate segment, plus gain or loss on sale of real property) in the following discussion because we consider this measurement to be a significant indication of our financial performance. We utilize segment Reported EBITDA in evaluating our performance and in allocating resources to our segments. Net Debt (defined as long-term debt, net plus long-term debt due within one year less cash and cash equivalents) is included in the following discussion because we consider this measurement to be a significant indication of our available capital resources. We also believe that Net Debt is an important measurement as it is an indicator of our ability to obtain additional capital resources for our future cash needs. Resort Reported EBITDA (defined as the combination of segment Reported EBITDA of our Mountain and Lodging segments), Total Reported EBITDA (which is Resort Reported EBITDA plus segment Reported EBITDA from our Real Estate segment) and Net Debt are not measures of financial performance or liquidity defined under accounting principles generally accepted in the United States ("GAAP"). Refer to the end of the Results of Operations section for a

Items excluded from Resort Reported EBITDA, Total Reported EBITDA and Net Debt are significant components in understanding and assessing financial performance or liquidity. Resort Reported EBITDA, Total Reported EBITDA and Net Debt should not be considered in isolation or as an alternative to, or substitute for, net income, net change in cash and cash equivalents or other financial statement data presented in the Consolidated Financial Statements. Because Resort Reported EBITDA, Total Reported EBITDA and Net Debt are not measurements determined in accordance with GAAP and are thus susceptible to varying calculations, Resort Reported EBITDA, Total Reported EBITDA and Net Debt, as presented herein, may not be comparable to other similarly titled measures of other companies. In addition, our segment Reported EBITDA (i.e. Mountain, Lodging and Real Estate), the measure of segment profit or loss required to be disclosed in accordance with GAAP, may not be comparable to other similarly titled measures of other companies.

Our operations are grouped into three integrated and interdependent segments: Mountain, Lodging and Real Estate. We refer to “Resort” as the combination of the Mountain and Lodging segments. The Mountain, Lodging and Real Estate segments represented approximately 89%, 11% and 0%, respectively, of our net revenue for Fiscal 2025.

In the Mountain segment, the Company operates the following 42 destination mountain resorts and regional ski areas (collectively, “Resorts”):



Additionally, we operate ancillary services, primarily including ski school, dining and retail/rental operations, and for our Australian ski areas, including lodging and transportation operations. Mountain segment revenue is seasonal, with the majority of revenue earned from our North American and European ski operations occurring in our second and third fiscal quarters and the majority of revenue earned from our Australian ski operations occurring in our first and fourth fiscal quarters. Our North American and European Resorts typically experience their peak operating season for the Mountain segment from mid-December through mid-April, and our Australian ski areas typically experience their peak operating season from June to early October. Our largest source of Mountain segment revenue comes from the sale of lift tickets (including pass products), which represented approximately 57%, 57% and 56% of Mountain segment net revenue for Fiscal 2025, the fiscal year ended July 31, 2024 ("Fiscal 2024") and the fiscal year ended July 31, 2023 ("Fiscal 2023"), respectively.

Lift revenue is driven by volume and pricing. Pricing is impacted by absolute pricing, as well as both the demographic and geographic mix of guests, which impacts the price points at which various products are purchased. The demographic mix of guests that visit our North American Resorts is divided into two primary categories: (i) out-of-state and international (“Destination”) guests and (ii) in-state and local (“Local”) guests. The geographic mix depends on levels of visitation to our destination mountain resorts versus our regional ski areas. For the 2024/2025 North American ski seasons, Destination guests comprised approximately 56% of our North American destination mountain resort skier visits (excluding complimentary access), while Local guests comprised approximately 44%. For both the 2023/2024 and 2022/2023 North American ski seasons, Destination guests comprised approximately 57% of our North American destination mountain resort skier visits (excluding complimentary access), while Local guests comprised approximately 43%. Skier visitation at our regional ski areas is largely comprised of Local guests. Destination guests generally utilize more ancillary services such as ski school, dining and retail/rental, as well as lodging at or around our mountain resorts. Additionally, Destination guest visitation is less likely to be impacted by changes in the weather during the current season, but may be more impacted by adverse economic conditions, the global geopolitical climate, travel disruptions or weather conditions in the immediately preceding ski season. Local guests tend to be more value-oriented and weather-sensitive.

We offer a variety of pass products for all of our Resorts, marketed toward both Destination and Local guests. Our pass product offerings range from providing access to one or a combination of our Resorts for a certain number of days to our Epic Pass, which allows pass holders unlimited and unrestricted access to all of our Resorts. The Epic Day Pass is a customizable one to seven day pass product purchased in advance of the season, for those skiers and riders who want to purchase access for a certain number of days during the season, and which is available in three tiers of resort access offerings. Our pass products provide a compelling value proposition to our guests, which in turn assists us in developing a loyal base of customers who commit to ski at our Resorts generally in advance of the ski season and typically ski more days each season at our Resorts than those guests who do not buy pass products. Additionally, we enter into strategic long-term pass alliance agreements with third-party mountain resorts, which further increase the value proposition of our pass products. For the 2025/2026 ski season, our pass alliances include Telluride Ski Resort in Colorado, Hakuba Valley and Rusutsu Resort in Japan, Resorts of the Canadian Rockies in Canada, Les 3 Vallées in France, Disentis Ski Area and Verbier 4 Vallées in Switzerland, Skirama Dolomiti in Italy and Ski Arlberg, Sölden, Saalbach and Zell am See-Kaprun, Mayrhofen and Hintertux and Silvretta Montafon in Austria. Our pass program drives strong customer loyalty; mitigates exposure to more weather sensitive guests; generates additional ancillary spending; and provides cash flow in advance of winter season operations. In addition, our pass program attracts new guests to our Resorts. All of our pass products, including the Epic Pass and Epic Day Pass, are predominately sold prior to the start of the ski season. Pass product revenue, although primarily collected prior to the ski season, is recognized in our Consolidated Statements of Operations throughout the ski season on a straight-line basis using the number of skiable days of the season-to-date period relative to the total estimated number of skiable days of the season.

Lift revenue consists of pass product lift revenue (“pass revenue”) and non-pass product lift revenue (“non-pass revenue”). Approximately 65%, 65% and 61% of total lift revenue was derived from pass revenue for Fiscal 2025, Fiscal 2024 and Fiscal 2023, respectively.

The cost structure of our mountain resort operations has a significant fixed component with variable expenses including, but not limited to, land use permit or lease fees, credit card fees, retail/rental cost of sales and labor, ski school labor and expenses associated with our dining operations; as such, profit margins can fluctuate greatly based on the level of revenues.

Lodging Segment

Operations within the Lodging segment include: (i) ownership/management of a group of luxury hotels through the RockResorts brand proximate to our Colorado and Utah mountain resorts; (ii) ownership/management of non-RockResorts branded hotels and condominiums proximate to our North American Resorts; (iii) National Park Service (“NPS”) concessioner properties, including the Grand Teton Lodge Company (“GTLC”); (iv) a Colorado resort ground transportation company; and (v) mountain resort golf courses.

The performance of our lodging properties (including managed condominium rooms) proximate to our Resorts, and our Colorado resort ground transportation company, are closely aligned with the performance of the Mountain segment and generally experience similar seasonal trends, particularly with respect to visitation by Destination guests. Revenues from such properties represented approximately 66%, 68% and 71% of Lodging segment net revenue (excluding Lodging segment revenue associated with the reimbursement of payroll costs) for Fiscal 2025, Fiscal 2024 and Fiscal 2023, respectively. Management primarily focuses on Lodging net revenue excluding payroll cost reimbursements and Lodging operating expense excluding reimbursed payroll costs (which are not measures of financial performance under GAAP) as the reimbursements are made based upon the costs incurred with no added margin and as such, the revenue and corresponding expense do not affect our Lodging Reported EBITDA, which we use to evaluate Lodging segment performance. Revenue of the Lodging segment during our first and fourth fiscal quarters is generated primarily by the operations of our NPS concessioner properties (as their peak operating season generally occurs during the months of June to October), as well as golf operations and seasonally low operations from our other owned and managed properties and businesses.

Real Estate Segment

The principal activities of our Real Estate segment include the sale of land parcels to third-party developers and planning for future real estate development projects, including zoning and acquisition of applicable permits. We continue undertaking preliminary planning and design work on future projects and are pursuing opportunities with third-party developers rather than undertaking our own significant vertical development projects. Real estate development projects by third-party developers most often result in the creation of certain resort assets that provide additional benefit to the Mountain segment. We believe that, due to our low carrying cost of real estate land investments, we are well situated to promote future projects by third-party developers while limiting our financial risk. Our revenue from the Real Estate segment and associated expense can fluctuate significantly based upon the timing of closings and the type of real estate being sold, causing volatility in the Real Estate segment's operating results from period to period.

Recent Trends, Risks and Uncertainties

We have identified the following important factors (as well as risks and uncertainties associated with such factors) that could impact our future financial performance or condition:

- The Company achieved 2% growth in Resort Reported EBITDA despite total skier visits declining 3% across our North American destination mountain resorts and regional ski areas versus the prior year. Visitation reflects the benefit of improved conditions in the second quarter relative to the prior year, offset by the expected decline in visitation from selling fewer pass units for the 2024/2025 North American ski season. For the full year, Resort net revenue increased 3% driven by a 4% increase in season pass revenue and increased ancillary spend per guest across our ski school and dining businesses. Resort Reported EBITDA for fiscal 2025 also reflects strong cost discipline, including \$37 million of savings from the resource efficiency transformation plan before one-time costs. The Company's full year Resort Reported EBITDA growth is partially offset by \$14 million of increased costs from company-wide performance-based management incentive plan expense that was not earned in the prior year, \$15 million of one-time costs related to the two-year resource efficiency transformation plan, \$8 million of one-time costs related to the Company's previously announced CEO transition, and \$5 million unfavorable EBITDA impact from changes in foreign exchange rates.
- Overall weather conditions, including the timing and amount of snowfall, can have an impact on Mountain and Lodging revenue, particularly with regard to skier visits and the duration and frequency of guest visitation. To help mitigate this impact, we sell a variety of pass products prior to the beginning of the ski season, which results in a more stabilized stream of lift revenue. Additionally, our pass products provide a compelling value proposition to our guests, which in turn create a guest commitment predominately prior to the start of the ski season. In March 2025, we began our season pass sales program for the 2025/2026 North American ski season. Pass product sales through September 19, 2025 for the upcoming 2025/2026 North American ski season decreased approximately 3% in units and increased approximately 1% in sales dollars as compared to the period in the prior year through September 20, 2024. Pass sales dollars are benefiting from 7% price increase relative to the 2024/2025 season, partially offset by the mix impact from the relative performance of Epic Day Pass products compared to Core Epic Pass products. Pass product sales are adjusted to eliminate the impact of foreign currency by applying an exchange rate of \$0.72 between the Canadian dollar and U.S. dollar in both periods for Whistler Blackcomb pass sales. We cannot predict if these trends will continue through the 2025 North American pass sales campaign or the overall impact that pass sales will have on lift revenue for the 2025/2026 North American ski season.
- The economies in the countries in which we operate and from which we attract our guests may be impacted by economic challenges associated with elevated inflation, prolonged elevated interest rates, geopolitical conflicts, political uncertainty and financial institution disruptions and/or fluctuating commodity prices that could adversely impact our

business, including decreased guest spending or visitation or increased costs of operations. Skiing, travel and tourism are discretionary recreational activities that can entail a relatively high cost of participation. As a result, economic downturns and other negative impacts to consumer discretionary spending may have a pronounced impact on visitation to our Resorts. We cannot predict the extent to which we may be impacted by such potential economic challenges, whether in North America or globally.

- As of July 31, 2025, we had \$440.3 million of cash and cash equivalents, as well as \$507.9 million available under the revolver component of the Vail Holdings Credit Agreement, which represents the total commitment of \$600.0 million less certain letters of credit outstanding of \$92.1 million. We also have \$275.0 million available under a delayed draw term loan of the Vail Holdings Credit Agreement, which will remain available to draw on at any time until January 27, 2026. Additionally, we have a credit facility which supports the liquidity needs of Whistler Blackcomb (the “Whistler Credit Agreement”). As of July 31, 2025, we had C\$296.6 million (\$214.1 million) available under the revolver component of the Whistler Credit Agreement which represents the total commitment of C\$300.0 million (\$216.5 million) less letters of credit outstanding of C\$3.4 million (\$2.4 million). On September 24, 2025, we amended the Whistler Credit Agreement primarily to extend the maturity date to September 24, 2030, and to reduce the total commitment from C\$300.0 million to C\$250.0 million. We believe that our existing cash and cash equivalents, availability under our credit agreements and the continued positive cash flow from operating activities of our Mountain and Lodging segments less resort capital expenditures will continue to provide us with sufficient liquidity to fund our operations.

Results of Operations

Summary

Shown below is a summary of operating results for Fiscal 2025, Fiscal 2024 and Fiscal 2023 (in thousands):

	Year ended July 31,		
	2025	2024	2023
Net income attributable to Vail Resorts, Inc.	\$ 280,004	\$ 231,105	\$ 265,825
Income before provision for income taxes	\$ 402,397	\$ 339,755	\$ 370,416
Mountain Reported EBITDA	\$ 821,341	\$ 802,072	\$ 822,570
Lodging Reported EBITDA	22,795	23,018	12,267
Resort Reported EBITDA	\$ 844,136	\$ 825,090	\$ 834,837
Real Estate Reported EBITDA	18,626	1,475	(1,728)
Total Reported EBITDA	\$ 862,762	\$ 826,565	\$ 833,109

A discussion of segment results, including reconciliations of net income attributable to Vail Resorts, Inc. to Total Reported EBITDA, and other items can be found below. The consolidated results of operations, including any consolidated financial metrics pertaining thereto, include the operations of Crans-Montana (acquired May 2, 2024), prospectively from the date of acquisition. In addition, the following discussion has been adjusted to reflect our revision of previously issued consolidated financial statements to correct for prior period misstatements, which we concluded did not, either individually or in the aggregate, result in a material misstatement of our previously issued consolidated financial statements. Further information regarding the revision is included in Note 2 “Summary of Significant Accounting Policies” and Note 16 “Revision of Previously Issued Consolidated Financial Statements” of the Notes to the Consolidated Financial Statements contained in this Form 10-K.

The sections titled “Fiscal 2025 compared to Fiscal 2024” in each of the Mountain and Lodging segment discussions below provide comparisons of financial and operating performance for Fiscal 2025 to Fiscal 2024, unless otherwise noted. Discussion of our financial results for Fiscal 2024 compared to Fiscal 2023 can be found in our Annual Report on Form 10-K for Fiscal 2024, which was filed on September 26, 2024.

Mountain Segment

Mountain segment operating results for Fiscal 2025, Fiscal 2024 and Fiscal 2023 are presented by category as follows (in thousands, except effective ticket price ("ETP")):

	Year ended July 31,			Percentage Increase/(Decrease)	
	2025	2024	2023	2025/2024	2024/2023
Mountain net revenue:					
Lift	\$ 1,503,187	\$ 1,442,784	\$ 1,420,900	4.2 %	1.5 %
Ski school	309,863	304,548	287,275	1.7 %	6.0 %
Dining	240,900	227,572	224,642	5.9 %	1.3 %
Retail/rental	302,450	317,196	361,484	(4.6)%	(12.3)%
Other	273,473	252,270	246,605	8.4 %	2.3 %
Total Mountain net revenue	2,629,873	2,544,370	2,540,906	3.4 %	0.1 %
Mountain operating expense:					
Labor and labor-related benefits	760,955	731,153	744,613	4.1 %	(1.8)%
Retail cost of sales	97,289	107,093	118,717	(9.2)%	(9.8)%
Resort related fees	111,830	110,113	104,797	1.6 %	5.1 %
General and administrative	373,404	350,788	325,903	6.4 %	7.6 %
Other	468,973	444,204	424,911	5.6 %	4.5 %
Total Mountain operating expense	1,812,451	1,743,351	1,718,941	4.0 %	1.4 %
Mountain equity investment income, net	3,919	1,053	605	272.2 %	74.0 %
Mountain Reported EBITDA	\$ 821,341	\$ 802,072	\$ 822,570	2.4 %	(2.5)%
Total skier visits	17,665	17,564	19,410	0.6 %	(9.5)%
ETP	\$ 85.09	\$ 82.14	\$ 73.20	3.6 %	12.2 %

Mountain Reported EBITDA includes \$29.6 million, \$23.2 million and \$21.2 million of stock-based compensation expense for Fiscal 2025, Fiscal 2024 and Fiscal 2023, respectively.

Fiscal 2025 compared to Fiscal 2024

Mountain Reported EBITDA increased \$19.3 million, or 2.4%, primarily driven by an increase in pass product pricing for the 2024/2025 North American ski season compared to the prior year. Additionally, Mountain Reported EBITDA increased from improved conditions at our Eastern U.S. Resorts (comprising the Midwest, Mid-Atlantic and Northeast) and improved early season conditions at our western North American Resorts, many of which experienced delayed openings and reduced terrain offerings in the prior year. These improved conditions drove an increase in skier visitation throughout the early season and up through the holiday period, including non-pass visitation, which also benefited other ancillary lines of business during the first half of the 2024/2025 North American ski season. Additionally, Mountain Reported EBITDA increased as a result of an increase in results from summer operations at our North American resorts. These increases were partially offset by a decline from our Australian operations compared to the prior year, which experienced weather-related challenges that impacted terrain and resulted in early closures, as well as increased variable expenses associated with increased revenue and increased general and administrative expense, including increased costs from one-time expenses associated with the previously announced CEO transition (\$6.8 million) and company-wide performance-based variable compensation expense that was not earned in the prior year (\$6.3 million). Mountain segment results for the year ended July 31, 2025 also includes the impact of one-time operating expenses attributable to our resource efficiency transformation plan of \$14.9 million and one-time operating expenses attributable to our previously announced CEO transition of \$6.8 million. Additionally, Mountain segment results include the impact of acquisition and integration related expenses of \$1.2 million and \$8.0 million for the year ended July 31, 2025 and 2024, respectively.

Lift revenue increased \$60.4 million, or 4.2%, due to increases in both pass revenue and non-pass revenue. Pass product revenue increased 4.2%, which was primarily driven by an increase in pass product pricing for the 2024/2025 North American ski season compared to the prior year. Additionally, non-pass revenue increased 4.2% primarily as a result of an increase in non-pass ETP (excluding Crans-Montana) of 5.1%, and incremental non-pass revenue from Crans-Montana of \$15.4 million,

partially offset by a reduction in non-pass visitation (excluding Crans-Montana). Total non-pass ETP, including the impact of Crans-Montana, increased 1.5%.

Ski school revenue increased \$5.3 million, or 1.7%, driven by increased lesson pricing, partially offset by decreased North American and Australian skier visitation. Dining revenue increased \$13.3 million, or 5.9%, driven by incremental revenue from Crans-Montana of \$7.8 million and increased guest spend per visit, partially offset by decreased North American and Australian skier visitation. Retail/rental revenue decreased \$14.7 million, or 4.6%, driven by a decrease in retail revenue of \$11.7 million, or 6.4%, due to lower sales at our on-mountain retail locations driven by decreased skier visitation. Additionally, rental revenue decreased \$3.0 million, or 2.2%, primarily driven by decreased Destination skier visitation, as these guests typically utilize more ancillary services.

Other revenue mainly consists of revenue stemming from summer visitation, other mountain activities revenue, employee housing revenue, guest services revenue, commercial leasing revenue, marketing and internet advertising revenue, private club revenue (which includes both club dues and amortization of initiation fees), municipal services revenue and other recreation activity revenue. Other revenue also includes Australian resort lodging and transportation revenue. Other revenue increased \$21.2 million or 8.4%, primarily driven by an increase in on-mountain summer activities and sightseeing revenue from the impact of increased summer visitation at our North American resorts, as well as increased early season skier visitation at our North American resorts, which drove additional demand for ancillary services.

Operating expense increased \$69.1 million or 4.0%, which was primarily attributable to increased variable expenses associated with increased revenue and incremental operating expenses from Crans-Montana (\$29.3 million). Operating expense for the year ended July 31, 2025 also includes the impact of one-time expenses attributable to our resource efficiency transformation plan of \$14.9 million and one-time expenses attributable to our previously announced CEO transition of \$6.8 million. Additionally, operating expense includes the impact of acquisition and integration related expenses of \$1.2 million and \$8.0 million for the year ended July 31, 2025 and 2024, respectively.

Labor and labor-related benefits increased 4.1%, primarily due to the incremental expenses from Crans-Montana of \$13.6 million, normal wage adjustments and an increase in labor expense to support increased North American operations, as well as increased variable compensation accruals of \$6.1 million. Retail cost of sales decreased 9.2%, compared to a decrease in retail sales of 6.4%, reflecting increased margins driven by the mix of retail merchandise purchased by customers, including lower sales of discounted retail products compared to the prior year. Resort related fees increased 1.6% primarily as a result of an increase in revenues on which those fees are based. General and administrative expense increased 6.4%, primarily due to an increase in corporate overhead costs, including information technology, legal and marketing, as well as increased costs from one-time expenses associated with the previously announced CEO transition (\$6.8 million) and company-wide performance-based variable compensation expense that was not earned in the prior year (\$6.3 million). Other expense increased 5.6%, primarily due to one-time expenses attributable to our resource efficiency transformation plan (\$14.9 million), as well as incremental expenses from Crans-Montana.

Mountain equity investment income, net primarily includes our share of income from the operations of a real estate brokerage company.

Lodging Segment

Lodging segment operating results for Fiscal 2025, Fiscal 2024 and Fiscal 2023 are presented by category as follows (in thousands, except average daily rate (“ADR”) and revenue per available room (“RevPAR”)):

	Year ended July 31,			Percentage Increase/(Decrease)	
	2025	2024	2023	2025/2024	2024/2023
Lodging net revenue:					
Owned hotel rooms	\$ 88,184	\$ 83,977	\$ 80,117	5.0 %	4.8 %
Managed condominium rooms	81,525	86,199	96,785	(5.4) %	(10.9) %
Dining	66,374	63,255	62,445	4.9 %	1.3 %
Transportation	14,853	16,309	15,242	(8.9) %	7.0 %
Golf	16,008	13,722	12,737	16.7 %	7.7 %
Other	52,805	56,368	55,816	(6.3) %	1.0 %
Lodging net revenue (excluding payroll cost reimbursements)	319,749	319,830	323,142	— %	(1.0) %
Payroll cost reimbursements	14,290	16,287	17,251	(12.3) %	(5.6) %
Total Lodging net revenue	334,039	336,117	340,393	(0.6) %	(1.3) %
Lodging operating expense:					
Labor and labor-related benefits	138,041	139,840	148,915	(1.3) %	(6.1) %
General and administrative	60,310	59,239	63,562	1.8 %	(6.8) %
Other	98,603	97,733	98,398	0.9 %	(0.7) %
Lodging operating expense (excluding reimbursed payroll costs)	296,954	296,812	310,875	— %	(4.5) %
Reimbursed payroll costs	14,290	16,287	17,251	(12.3) %	(5.6) %
Total Lodging operating expense	311,244	313,099	328,126	(0.6) %	(4.6) %
Lodging Reported EBITDA	\$ 22,795	\$ 23,018	\$ 12,267	(1.0) %	87.6 %
Owned hotel statistics:					
ADR	\$ 325.65	\$ 317.65	\$ 312.15	2.5 %	1.8 %
RevPar	\$ 170.70	\$ 161.82	\$ 160.75	5.5 %	0.7 %
Managed condominium statistics:					
ADR	\$ 413.47	\$ 424.13	\$ 416.77	(2.5) %	1.8 %
RevPar	\$ 116.70	\$ 118.91	\$ 124.41	(1.9) %	(4.4) %
Owned hotel and managed condominium statistics (combined):					
ADR	\$ 376.95	\$ 381.60	\$ 378.62	(1.2) %	0.8 %
RevPar	\$ 131.55	\$ 130.41	\$ 133.48	0.9 %	(2.3) %

Lodging Reported EBITDA includes \$4.0 million, \$3.3 million and \$4.0 million of stock-based compensation expense for Fiscal 2025, Fiscal 2024 and Fiscal 2023, respectively.

Fiscal 2025 compared to Fiscal 2024

Lodging Reported EBITDA decreased \$0.2 million, or 1.0%, primarily driven by a net reduction in our inventory of available managed condominium rooms, as well as a decrease in Destination skier visitation during the 2024/2025 North American ski season, which decreased demand for lodging and other ancillary services proximate to our mountain resorts, partially offset by increased summer visitation at GTLC and our mountain resort properties as a result of favorable weather conditions.

Revenue from owned hotel rooms increased \$4.2 million, or 5.0%, primarily due to increased visitation at GTLC driven by favorable weather conditions, which also drove an increase in ADR, as well as stronger demand for summer lodging at our North American resort properties. Revenue from managed condominium rooms decreased \$4.7 million, or 5.4%, primarily due to lower ADR driven by lower peak-season holiday pricing compared to the prior year, as well as a net reduction in our inventory of available managed condominium rooms proximate to our mountain resorts. Dining revenue increased \$3.1 million, or 4.9%, and golf revenue increased \$2.3 million, or 16.7%, each primarily as a result of increased summer visitation at our North American mountain resort properties while transportation revenue decreased \$1.5 million, or 8.9%, primarily as a result of decreased Destination visitation at our North American resorts during the 2024/2025 ski season. Other revenue decreased \$3.6 million, or 6.3%, primarily as a result of a decrease in other ancillary revenues from the decrease in inventory and occupancy.

Labor and labor-related benefits decreased 1.3%, primarily due to strong cost control and workforce management, as well as lower use of contract labor. General and administrative expense increased \$1.1 million, or 1.8%, primarily due to an increase in corporate overhead costs, including information technology, legal and marketing.

Revenue from payroll cost reimbursement and the corresponding reimbursed payroll costs relate to payroll costs at managed hotel properties where we are the employer and all payroll costs are reimbursed by the owners of the properties under contractual arrangements. Since the reimbursements are made based upon the costs incurred with no added margin, the revenue and corresponding expense have no effect on our Lodging Reported EBITDA.

Real Estate Segment

Our Real Estate net revenue is primarily determined by the timing of closings and the mix of real estate sold in any given period. Different types of projects have different revenue and profit margins; therefore, as the real estate inventory mix changes, it can greatly impact Real Estate segment net revenue, operating expense, gain or loss on sale of real property and Real Estate Reported EBITDA.

Real Estate segment operating results for Fiscal 2025, Fiscal 2024 and Fiscal 2023 are presented by category as follows (in thousands):

	Year ended July 31,			Percentage Increase/(Decrease)	
	2025	2024	2023	2025/2024	2024/2023
Total Real Estate net revenue	\$ 435	\$ 4,704	\$ 8,065	(90.8)%	(41.7)%
Real Estate operating expense:					
Cost of sales	—	3,607	5,146	(100.0)%	(29.9)%
Other	6,213	5,907	5,489	5.2 %	7.6 %
Total Real Estate operating expense	6,213	9,514	10,635	(34.7)%	(10.5)%
Gain on sale of real property	24,404	6,285	842	288.3 %	646.4 %
Real Estate Reported EBITDA	\$ 18,626	\$ 1,475	\$ (1,728)	1,162.8 %	185.4 %

Fiscal 2025

During Fiscal 2025, we recorded a gain on sale of real property for \$16.5 million related to the resolution of the October 2023 Eagle County District Court final ruling and valuation regarding the Town of Vail's condemnation of our East Vail property, for which we received proceeds of \$17.6 million. We also recorded a gain on sale of real property for \$8.5 million related to the sale of three real estate parcels in Breckenridge, Colorado for total consideration of \$11.9 million, including \$1.0 million net cash proceeds received at closing, for which one of these parcels was originally sold during the year ended July 31, 2022 but the terms of the agreement prevented transfer of control to the buyer at the time, and therefore a portion of the proceeds were deferred for recognition until control was transferred which occurred during the third fiscal quarter of Fiscal 2025.

Other operating expense of \$6.2 million was primarily comprised of general and administrative costs, such as labor and labor-related benefits, professional services and allocated corporate overhead costs.

Fiscal 2024

During Fiscal 2024, we closed on the sale of a land parcel in Keystone, CO for \$4.2 million, which was recorded within Real Estate net revenue, with a corresponding cost of sale of \$3.6 million. Additionally, we recorded a gain on sale of real property for \$6.3 million related to a land parcel sale in Beaver Creek, CO, which closed for proceeds of \$6.5 million.

Other operating expense of \$5.9 million was primarily comprised of general and administrative costs, such as labor and labor-related benefits, professional services and allocated corporate overhead costs.

Other Items

In addition to segment operating results, the following items contributed to our overall financial position and results of operations (in thousands).

	Year ended July 31,			Percentage Increase/(Decrease)	
	2025	2024	2023	2025/2024	2024/2023
Depreciation and amortization	\$ (296,437)	\$ (279,073)	\$ (269,178)	6.2 %	3.7 %
Change in estimated fair value of contingent consideration	\$ (9,379)	\$ (47,957)	\$ (49,836)	(80.4)%	(3.8) %
Gain (loss) on disposal of fixed assets and other, net	\$ 6,933	\$ (9,633)	\$ (9,070)	(172.0)%	6.2 %
Interest expense, net	\$ (171,628)	\$ (164,599)	\$ (155,446)	4.3 %	(5.9) %
Investment income and other, net	\$ 10,126	\$ 18,592	\$ 23,744	(45.5)%	(21.7) %
Provision for income taxes	\$ (104,421)	\$ (92,776)	\$ (87,636)	12.6 %	5.9 %
Effective tax rate	(25.9)%	(27.3)%	(23.7)%	(1.4 pts)	3.6 pts

Depreciation and amortization. Depreciation and amortization expense for Fiscal 2025 increased \$17.4 million, compared to the prior year, primarily due to assets acquired in the acquisition of Crans-Montana and additional capital projects completed at our Resorts during the prior capital year.

Change in estimated fair value of contingent consideration. Change in estimated fair value of contingent consideration for Fiscal 2025 decreased \$38.6 million, compared to prior year, primarily related to an increase in the expected long-term Reported EBITDA performance for Park City in the prior year that resulted in an increase in the liability.

Gain (loss) on disposal of fixed assets and other, net. Gain (loss) on disposal of fixed assets and other, net for Fiscal 2025 included a gain on sale of real property for \$6.8 million related to a land parcel in Vail in exchange for releasing a use restriction, as well as a net gain on sale of real property for \$3.6 million related to the Hotham Airport sale. These gains were partially offset by losses on other annual disposals of fixed assets. Gain (loss) on disposal of fixed assets and other, net for Fiscal 2024 included losses on annual disposals of fixed assets.

Interest expense, net. Interest expense, net for Fiscal 2025 increased \$7.0 million compared to the prior year, primarily due to the expiration of various interest rate swap agreements on September 23, 2024, which hedged the SOFR-based variable interest rate component of the Vail Holdings Credit Agreement in prior year.

Investment income and other, net. Investment income and other, net for Fiscal 2025 decreased \$8.5 million compared to Fiscal 2024, primarily as a result of decreased average balances of interest-earning investments, as excess cash balances were utilized during Fiscal 2025 for share repurchases, as well as a decrease in interest rates.

Provision for income taxes. The effective tax rate for Fiscal 2025 was 25.9%, compared to 27.3% for Fiscal 2024. The decrease in the effective tax rate was primarily due to an increase in favorable discrete items impacting the tax provision in the current period, including US return-to-provision adjustments during the year ended July 31, 2025.

Reconciliation of Non-GAAP Measures

The following table reconciles net income attributable to Vail Resorts, Inc. to Total Reported EBITDA for Fiscal 2025, Fiscal 2024 and Fiscal 2023 (in thousands):

	Year ended July 31,		
	2025	2024	2023
Net income attributable to Vail Resorts, Inc.	\$ 280,004	\$ 231,105	\$ 265,825
Net income attributable to noncontrolling interests	17,972	15,874	16,955
Net income	297,976	246,979	282,780
Provision for income taxes	104,421	92,776	87,636
Income before provision for income taxes	402,397	339,755	370,416
Depreciation and amortization	296,437	279,073	269,178
(Gain) loss on disposal of fixed assets and other, net	(6,933)	9,633	9,070
Change in estimated fair value of contingent consideration	9,379	47,957	49,836
Investment income and other, net	(10,126)	(18,592)	(23,744)
Foreign currency (gain) loss on intercompany loans	(20)	4,140	2,907
Interest expense, net	171,628	164,599	155,446
Total Reported EBITDA	\$ 862,762	\$ 826,565	\$ 833,109
Mountain Reported EBITDA	\$ 821,341	\$ 802,072	\$ 822,570
Lodging Reported EBITDA	22,795	23,018	12,267
Resort Reported EBITDA	844,136	825,090	834,837
Real Estate Reported EBITDA	18,626	1,475	(1,728)
Total Reported EBITDA	\$ 862,762	\$ 826,565	\$ 833,109

The following table reconciles long-term debt, net to Net Debt (defined as long-term debt, net plus long-term debt due within one year less cash and cash equivalents) (in thousands):

	Year ended July 31,	
	2025	2024
Long-term debt, net	\$ 2,594,765	\$ 2,731,492
Long-term debt due within one year	599,509	59,314
Total debt	3,194,274	2,790,806
Less: cash and cash equivalents	440,290	322,827
Net Debt	\$ 2,753,984	\$ 2,467,979

Liquidity and Capital Resources

Changes in significant sources and uses of cash for Fiscal 2025, Fiscal 2024 and Fiscal 2023 are presented by categories as follows (in thousands):

	Year ended July 31,		
	2025	2024	2023
Net cash provided by operating activities	\$ 554,870	\$ 589,022	\$ 637,855
Net cash used in investing activities	\$ (204,497)	\$ (241,069)	\$ (273,167)
Net cash used in financing activities	\$ (242,647)	\$ (577,036)	\$ (914,000)

Historically, we have lower cash available at the end of each first and fourth fiscal quarter-ends as compared to our second and third fiscal quarter-ends, primarily due to the seasonality of our Mountain segment operations.

Fiscal 2025 compared to Fiscal 2024

We generated \$554.9 million of cash from operating activities during Fiscal 2025, a decrease of \$34.2 million compared to \$589.0 million generated during Fiscal 2024. The decrease in operating cash flows was primarily a result of (i) an increase in income tax payments of approximately \$32.3 million, driven by net operating loss carryforwards and other deductions in the prior year which offset our estimated payments during Fiscal 2024, and higher taxable income for the current fiscal year; (ii) an increase in cash interest payments (\$10.1 million) due to increases in variable interest rates and an increase in seasonal borrowing on our revolving credit facilities; and (iii) a decrease in investment income collected (\$8.5 million).

The decrease in cash used in investing activities for Fiscal 2025 of \$36.6 million was primarily due to (i) \$94.4 million in payments made related to the acquisition of Crans-Montana partially offset by \$57.6 million received from the maturity of short-term bank deposits in Fiscal 2024 and (ii) \$17.6 million of cash received during Fiscal 2025 related to the resolution of the October 2023 Eagle County District Court final ruling and valuation regarding the Town of Vail's condemnation of our East Vail property, partially offset by an increase in capital expenditures of approximately \$24.0 million as compared to the prior year.

Cash used in financing activities decreased by \$334.4 million during Fiscal 2025 compared to Fiscal 2024, primarily due to proceeds received from the 5.625% Notes offering of \$500.0 million, partially offset by a \$120.0 million increase in repurchases of our common stock and \$48.0 million of cash paid for repurchases of 0.0% Convertible Notes during the year ended July 31, 2025.

Significant Sources of Cash

We had \$440.3 million of cash and cash equivalents as of July 31, 2025, compared to \$322.8 million as of July 31, 2024. The increase was primarily attributable to proceeds received from the 5.625% Notes offering, partially offset by an increase in repurchases of our common stock during Fiscal 2025.

In addition to our \$440.3 million of cash and cash equivalents at July 31, 2025, we had \$507.9 million available under the revolver component of our Vail Holdings Credit Agreement as of July 31, 2025 (which represents the total commitment of \$600.0 million less outstanding letters of credit of \$92.1 million). Additionally, we had C\$296.6 million (\$214.1 million) available under the revolver component of our Whistler Credit Agreement (which represents the total commitment of C\$300.0 million (\$216.5 million) less certain outstanding letters of credit of C\$3.4 million (\$2.4 million)). On September 24, 2025, we amended the Whistler Credit Agreement primarily to extend the maturity date to September 24, 2030, and to reduce the total commitment from C\$300.0 million to C\$250.0 million. We also had \$275.0 million available under a delayed draw term loan of the Vail Holdings Agreement which will remain available to draw on at any time until January 27, 2026. Proceeds from any borrowings on the revolver component of our Vail Holdings Credit Agreement and the delayed draw term loans are available to be used to refinance our 0.0% Convertible Notes. We expect that our liquidity needs in the near term will be met by continued use of our existing cash and cash equivalents, operating cash flows and borrowings under both the Vail Holdings Credit Agreement and Whistler Credit Agreement, if needed. Under the Vail Holdings Credit Agreement and the Whistler Credit Agreement, any new borrowings would be priced at the Secured Overnight Financing Rate plus 2.10% and Canadian Overnight Repo Rate Average plus 1.75%, respectively.

Significant Uses of Cash

Capital Expenditures

We have historically invested significant amounts of cash in capital expenditures for our resort operations, and we expect to continue to do so, subject to operating performance particularly as it relates to discretionary projects. Currently planned capital expenditures primarily include investments that will allow us to maintain our high-quality standards for the guest experience, as well as certain incremental discretionary improvements at our Resorts, throughout our owned hotels and in technology that can impact the full network. We evaluate additional discretionary capital improvements based on an expected level of return on investment.

We expect our capital plan for calendar year 2025 will be approximately \$198 million to \$203 million, excluding \$46 million of growth capital investments at our European resorts, comprised of \$43 million at Andermatt-Sedrun and \$3 million at Crans-Montana, and \$5 million of real estate related capital projects to complete multi-year transformational investments at the key base area portals of Breckenridge Peak 8 and Keystone River Run, and planning investments to support the development of the West Lionshead area into a fourth base village at Vail Mountain. Including European growth capital investments and real estate related capital, our total capital plan for calendar year 2025 is expected to be approximately \$249 million to \$254 million. Included in these estimated capital expenditures are approximately \$124 million to \$128 million of maintenance capital expenditures, which are necessary to maintain appearance and level of service appropriate to our resorts. We currently plan to

utilize cash on hand, borrowings available under our credit agreements and/or cash flow generated from future operations to provide the cash necessary to complete our capital plans.

Approximately \$88 million was spent for calendar year 2025 capital expenditures as of July 31, 2025 and approximately \$110 million to \$115 million is expected to be spent in the remainder of calendar year 2025, before \$46 million of growth capital investments at our European resorts and \$5 million of real estate related capital projects.

Acquisition of Crans-Montana

On May 2, 2024, we acquired Crans-Montana for a purchase price of CHF 97.2 million (\$106.8 million), after adjustments for certain agreed-upon items, which was funded with cash on hand.

Debt

As of July 31, 2025, principal payments on the majority of our long-term debt outstanding (\$2.5 billion of our \$3.2 billion as of July 31, 2025) are not due until fiscal year 2029 and beyond. As of July 31, 2025 and 2024, total long-term debt, net (including long-term debt due within one year) was \$3.2 billion and 2.8 billion, respectively. Net Debt (defined as long-term debt, net plus long-term debt due within one year less cash and cash equivalents) was \$2.8 billion and \$2.5 billion as of July 31, 2025 and 2024, respectively.

On January 27, 2025, VHI entered into the First Amendment to the Vail Holdings Credit Agreement (the "First Amendment"). The First Amendment, among other things, increased the revolving credit facility by \$100.0 million to an aggregate principal amount of \$600.0 million, and provides for an incremental term loan facility in aggregate principal amount of \$450.0 million in the form of delayed draw term loans. On July 2, 2025 the Company reduced the delayed draw term loan commitment by \$175.0 million pursuant to the Ninth Amended and Restated Credit Agreement and in conjunction with the 5.625% Notes offering. The remaining \$275.0 million incremental term loan facility is available to be drawn upon at any time at the Company's option, and any undrawn capacity within the \$275.0 million facility will expire on January 27, 2026. No other material terms of the Vail Holdings Credit Agreement were amended. As of July 31, 2025, the Vail Holdings Credit Agreement provides for (i) a revolving loan facility in an aggregate principal amount of \$600.0 million, (ii) a term loan facility of \$910.5 million and (iii) an incremental term loan facility of \$275.0 million in the form of a delayed draw term loan, and the Whistler Credit Agreement provides for a revolving loan facility in an aggregate principal amount of C\$300.0 million. On September 24, 2025, we amended the Whistler Credit Agreement primarily to extend the maturity date to September 24, 2030, and to reduce the total commitment from C\$300.0 million to C\$250.0 million. We expect that our liquidity needs in the near term will be met by continued use of our existing cash and cash equivalents, operating cash flows and borrowings under the Vail Holdings Credit Agreement and the Whistler Credit Agreement, if needed.

Our 0.0% Convertible Notes due 2026 (the "0.0% Convertible Notes") mature on January 1, 2026, and are therefore reflected within long-term debt due within one year on the Company's Consolidated Condensed Balance Sheet as of July 31, 2025. On January 30, 2025, the Company completed separate, privately negotiated repurchases for an aggregate principal amount of \$50.0 million of its 0.0% Convertible Notes with a limited number of holders for an aggregate cash repurchase price of approximately \$48.0 million, representing a gain on extinguishment of debt of approximately \$2.0 million, which the Company recorded within gain (loss) on disposal of fixed assets and other, net on its Consolidated Statements of Operations during the year ended July 31, 2025. Following the repurchases, approximately \$525.0 million aggregate principal amount of the 0.0% Convertible Notes remain outstanding. Proceeds from any borrowings on the incremental term loan facility and the increase in the revolving credit facility with regard to the First Amendment of the Vail Holdings Credit Agreement, as discussed further above, are undrawn as of July 31, 2025, and are available to be used to refinance the Company's 0.0% Convertible Notes. Additionally, the Company intends to use the remaining proceeds from the 5.625% Notes, as discussed further below, for the repurchase or repayment of a portion of its outstanding 0.00% Convertible Notes at or prior to their maturity on January 1, 2026.

On July 2, 2025, the Company completed an offering of \$500.0 million aggregate principal amount of 5.625% Notes due 2030 at par, in a private placement conducted pursuant to Rule 144A of the Securities Act of 1933, as amended. The 5.625% Notes are senior unsecured obligation of the Company and will be guaranteed by certain of the Company's domestic subsidiaries (other than certain excluded subsidiaries). We will pay interest on the 5.625% Notes on January 15 and July 15 of each year commencing on January 15, 2026. The 5.625% Notes mature on July 15, 2030. The 5.625% Notes are redeemable, in whole or in part, at any time on or after July 15, 2027 at the redemption prices specified in a 2025 Indenture dated as of July 2, 2025 (the "2025 Indenture") plus accrued and unpaid interest. Prior to July 15, 2027, the Company may redeem some or all of the 5.625% Notes at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, plus a "make-whole" premium as specified in the 2025 Indenture. In addition, prior to July 15, 2027, the Company may redeem up to 40% of the aggregate principal amount of the 5.625% Notes with an amount not to exceed the net cash proceeds from certain equity offerings at the redemption price of 105.625% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. The 5.625% Notes are senior unsecured obligations of the Company and rank equally in right of payment with existing and future senior indebtedness of the Company and the guarantors (as defined in the 2025 Indenture). The Company used the proceeds from the offering to repay borrowings under its revolving credit facility incurred to fund the repurchase of \$200 million of its outstanding shares of common stock completed in June 2025 and to fund off-season liquidity. Additionally, it intends to use the remaining proceeds for the repurchase or repayment of a portion of its outstanding 0.00% Convertible Senior Notes due 2026 at or prior to their maturity on January 1, 2026.

The 2025 Indenture contains covenants that, among other things, restrict the ability of the Company and the guarantors to incur liens on assets; merge or consolidate with another company or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the Company's assets or engage in Sale and Leaseback Transactions (as defined in the 2025 Indenture). The 2025 Indenture does not contain any financial maintenance covenants. Certain of the covenants will not apply to the 5.625% Notes so long as the 5.625% Notes have investment grade ratings from two specified rating agencies and no event of default has occurred and is continuing under the 2025 Indenture. The 2025 Indenture includes customary events of default, including failure to make payment, failure to comply with the obligations set forth in the 2025 Indenture, certain defaults on certain other indebtedness, certain events of bankruptcy, insolvency or reorganization, and invalidity of the guarantees of the 5.625% Notes issued pursuant to the 2025 Indenture.

Our debt service requirements can be impacted by changing interest rates as we had approximately \$1.0 billion of net variable-rate debt outstanding as of July 31, 2025. A 100-basis point change in our borrowing rates would cause our annual interest payments on our net variable-rate debt to change by approximately \$9.6 million based on the rates in effect as of July 31, 2025. Additionally, the annual payments associated with the financing of the Canyons Resort transaction increase by the greater of CPI less 1%, or 2%. The fluctuation in our debt service requirements, in addition to interest rate and inflation changes, may be impacted by future borrowings under our credit agreements or other alternative financing arrangements we may enter into. Our long term liquidity needs depend upon operating results that impact the borrowing capacity under our credit agreements. We can respond to liquidity impacts of changes in the business and economic environment by managing our capital expenditures, variable operating expenses, the timing of new real estate development activity and the payment of cash dividends on our common stock.

Material Cash Requirements

As part of our ongoing operations, we enter into arrangements that obligate us to make future payments under contracts such as debt agreements and construction agreements in conjunction with our resort capital expenditures. Debt obligations, which totaled \$3.2 billion as of July 31, 2025, are recognized as liabilities in our Consolidated Balance Sheet. Obligations under construction contracts and other purchase commitments are not recognized as liabilities in our Consolidated Balance Sheet until services and/or goods are received. A summary of our material cash obligations as of July 31, 2025 (excluding obligations presented elsewhere, including Notes to Consolidated Financial Statements) is presented below (in thousands):

	Total	Payments Due by Period			
		Fiscal 2026	2-3 years	4-5 years	More than 5 years
Long-term debt ⁽¹⁾	\$ 3,968,006	740,622	397,649	1,481,862	1,347,873
Service contracts	\$ 58,470	39,548	17,460	1,462	—
Purchase obligations and other ⁽²⁾	\$ 631,114	466,065	83,480	2,290	79,279
Total contractual cash obligations	\$ 4,657,590	\$ 1,246,235	\$ 498,589	\$ 1,485,614	\$ 1,427,152

⁽¹⁾Long-term debt includes principal payments, fixed-rate interest payments and estimated variable interest payments utilizing interest rates in effect at July 31, 2025, and assumes all debt outstanding as of July 31, 2025 will be held to maturity. The future annual interest obligations noted herein are estimated only in relation to debt outstanding as of July 31, 2025, and do not reflect interest obligations on potential future debt or refinancing.

Long-term debt also includes \$17.3 million of proceeds resulting from real estate transactions accounted for as financing arrangements, which are expected to be recognized on the Company's Statements of Operations in future years as a result of the anticipated resolution of continuing involvement, with no associated cash outflow.

⁽²⁾Purchase obligations and other primarily includes amounts which are classified as trade payables (\$131.4 million), accrued payroll and benefits (\$123.5 million), accrued fees and assessments (\$46.5 million), contingent consideration liability (\$93.3 million) and accrued taxes (including taxes for uncertain tax positions) (\$68.2 million) on our Consolidated Balance Sheet as of July 31, 2025. These amounts also include other commitments for goods and services not yet received, including construction contracts and minimum commitments under season pass alliance agreements, which are not included on our Consolidated Balance Sheet as of July 31, 2025 in accordance with GAAP.

Share Repurchase Program

Our share repurchase program is conducted under authorizations made from time to time by our Board. On March 9, 2006, our Board initially authorized the repurchase of up to 3,000,000 shares of Vail Shares and later authorized additional repurchases of up to 3,000,000 additional Vail Shares (July 16, 2008), 1,500,000 Vail Shares (December 4, 2015), 2,500,000 Vail Shares (March 7, 2023), 1,100,000 Vail Shares (September 25, 2024) and 1,500,000 Vail Shares (June 4, 2025), for a total authorization to repurchase shares of up to 12,600,000 Vail Shares. During Fiscal 2025, we repurchased 1,690,503 shares (at an average price of \$162.61) for a total cost of approximately \$270.0 million, excluding accrued excise tax. Since the inception of this stock repurchase program through July 31, 2025, we have repurchased 11,060,183 Vail Shares at a cost of approximately \$1,399.4 million. As of July 31, 2025, 1,539,817 Vail Shares remained available to repurchase under the existing repurchase authorization. Vail Shares purchased pursuant to the repurchase program will be held as treasury shares and may be used for the issuance of shares under our share award plan. Repurchases under the program may be made from time to time at prevailing prices as permitted by applicable laws, and subject to market conditions and other factors. The timing, as well as the number of Vail Shares that may be repurchased under the program, will depend on several factors, including our future financial performance, our available cash resources and competing uses for cash that may arise in the future, the restrictions in our Vail Holdings Credit Agreement, prevailing prices of Vail Shares and the number of Vail Shares that become available for sale at prices that we believe are attractive. The share repurchase program has no expiration date.

Dividend Payments

During Fiscal 2025, we paid cash dividends of \$8.88 per share (\$328.2 million). During Fiscal 2024, we paid cash dividends of \$8.56 per share (\$323.7 million). On September 26, 2025, our Board approved a cash dividend of \$2.22 per share payable on October 27, 2025 to stockholders of record as of October 9, 2025. We expect to fund the dividend with available cash on hand. The amount, if any, of dividends to be paid in the future will depend on our available cash on hand, anticipated cash needs, overall financial condition, restrictions contained in our Vail Holdings Credit Agreement, future prospects for earnings and cash flows, as well as other factors considered relevant by our Board.

Covenants and Limitations

We must abide by certain restrictive financial covenants under our credit agreements. The most restrictive of those covenants include the following: for the Vail Holdings Credit Agreement, Net Funded Debt to Adjusted EBITDA ratio, Secured Net Funded Debt to Adjusted EBITDA ratio and the Interest Coverage ratio (each as defined in the Vail Holdings Credit Agreement); for the Whistler Credit Agreement, Consolidated Total Leverage Ratio and Consolidated Interest Coverage Ratio (each as defined in the Whistler Credit Agreement); and for the EPR Secured Notes, Maximum Leverage Ratio and Consolidated Fixed Charge Ratio (each as defined in the EPR Agreements). Additionally, the New Regional Policy loan between Andermatt-Sedrun and the Canton of Uri and Canton of Graubünden dated June 24, 2016 includes restrictive covenants requiring certain minimum financial results (as defined in the agreement). In addition, our financing arrangements limit our ability to make certain restricted payments, pay dividends on or redeem or repurchase stock, make certain investments, make certain affiliate transfers and may limit our ability to enter into certain mergers, consolidations or sales of assets and incur certain indebtedness. Our borrowing availability under the Vail Holdings Credit Agreement is primarily determined by the Net Funded Debt to Adjusted EBITDA ratio, which is based on our operating performance, as defined in the Vail Holdings Credit Agreement. Our borrowing availability under the Whistler Credit Agreement is primarily determined by the Consolidated Total Leverage Ratio, which is based on the operating performance of the loan parties, as defined in the Whistler Credit Agreement.

We were in compliance with all restrictive financial covenants in our debt instruments as of July 31, 2025. We expect that we will continue to meet all applicable financial maintenance covenants in effect in our credit agreements throughout the year ending July 31, 2026; however, there can be no assurance that we will continue to meet such financial covenants. If such covenants are not met, we would be required to seek a waiver or amendment from the banks participating in our credit agreements. There can be no assurance that such waiver or amendment would be granted, which could have a material adverse impact on our liquidity.

Off Balance Sheet Arrangements

We do not have off balance sheet transactions that are expected to have a material effect on our financial condition, revenue, expenses, results of operations, liquidity, capital expenditures or capital resources.

Critical Accounting Policies

The preparation of Consolidated Financial Statements in conformity with GAAP requires us to select accounting policies and to make judgments and estimates affecting the application of those accounting policies. In applying our accounting policies, different business conditions or the use of different assumptions may result in materially different amounts reported in the Consolidated Financial Statements.

We have identified the most critical accounting policies which were determined by considering accounting policies that involve the most complex or subjective decisions or assessments. We also have other policies considered key accounting policies; however, these policies do not meet the definition of critical accounting policies because they do not generally require us to make estimates or judgments that are complex or subjective. We have reviewed these critical accounting policies and related disclosures with our Audit Committee of the Board.

Goodwill and Intangible Assets

Description

The carrying value of goodwill and indefinite-lived intangible assets are evaluated for possible impairment on an annual basis or between annual tests if an event occurs or circumstances change that would more likely than not reduce the estimated fair value of a reporting unit or indefinite-lived intangible asset below its carrying value. Definite-lived intangible assets are evaluated for impairment only when there is evidence that events or changes in circumstances indicate that the carrying amount of these assets may not be recoverable.

Judgments and Uncertainties

Application of the goodwill and indefinite-lived intangible asset impairment test requires judgment, including the identification of reporting units, determination of the type of impairment test that should be performed, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units and determination of the estimated fair value of reporting units and indefinite-lived intangible assets. We have the option to first perform a qualitative analysis to determine whether it is more likely than not that the fair value of a reporting unit or indefinite-lived intangible asset exceeds the carrying amount. If it is determined, based on qualitative factors, that the fair value of the reporting unit or indefinite-lived intangible asset is more likely than not less than its carrying amount, or if significant changes to macro-economic factors related to the reporting unit or intangible asset have occurred that could materially impact the estimated fair value since the previous quantitative analysis was performed, a quantitative impairment test may be required. The quantitative test includes determination of the estimated fair value of our reporting units using a discounted cash flow analysis and determination of the estimated fair value of indefinite-lived intangible assets primarily using the income approach based upon estimated future revenue streams. These analyses require significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, available industry/market data (to the extent available), estimation of the long-term rate of growth for our business including expectations and assumptions regarding the impact of general economic conditions on our business, estimation of terminal value, determination of the respective weighted average cost of capital and market participant assumptions. Changes in these estimates and assumptions could materially affect the determination of estimated fair value and the amount of any potential impairment for each reporting unit or indefinite-lived intangible asset.

Effect if Actual Results Differ From Assumptions

Goodwill and indefinite-lived intangible assets are tested for impairment at least annually as of May 1. If the net carrying value of the reporting units or assets exceed their estimated fair value, an impairment will be recognized in an amount equal to that excess; otherwise, no impairment loss is recognized. For our annual impairment tests of our reporting units and indefinite-lived

intangible assets during Fiscal 2025, we performed either a qualitative analysis and concluded it was more likely than not that fair value exceeded carrying value or a quantitative analysis and concluded the fair value exceeded carrying value.

Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions and factors. As a result, there can be no assurance that the estimates and assumptions made for purposes of the annual goodwill or indefinite-lived asset impairment tests are accurate. Examples of events or circumstances that could reasonably be expected to negatively affect the underlying key assumptions and ultimately impact the estimated fair value of our reporting units may include such items as: (1) prolonged adverse weather conditions resulting in a sustained decline in guest visitation; (2) a prolonged weakness in the general economic conditions in which guest visitation and spending is adversely impacted; and (3) volatility in the equity and debt markets which could result in a higher discount rate.

While we believe that our estimates and judgments are reasonable and while historical quantitative tests concluded that the estimated fair values of our reporting units and indefinite-lived assets that are in excess of carrying values, if our assumptions are not realized, it is possible that an impairment charge may need to be recorded in the future. However, it is not possible at this time to determine if an impairment charge would result or if such a charge would be material. As of July 31, 2025, we had \$1,675.2 million of goodwill and \$252.4 million of indefinite-lived intangible assets recorded on our Consolidated Balance Sheet. There can be no assurance that the estimates and assumptions made for purposes of the annual goodwill and indefinite-lived intangible asset impairment tests will prove to be an accurate prediction of the future.

Tax Contingencies

Description

We must make certain estimates and judgments in determining income tax expense for financial statement purposes. These estimates and judgments occur in the calculation of tax credits and deductions and in the calculation of certain tax assets and liabilities, which arise from differences in the timing of recognition of revenue and expense for tax and financial statement purposes, as well as the interest and penalties relating to uncertain tax positions. The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax regulations. We recognize liabilities for uncertain tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step requires us to estimate and measure the largest tax benefit that is cumulatively greater than 50% likely of being reversed upon ultimate settlement. It is inherently difficult and subjective to estimate such amounts, as this requires us to determine the probability of various possible outcomes. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, interpretation of tax law, effectively settled issues under audit and new audit activity. A significant amount of time may pass before a particular matter, for which we may have established a reserve, is audited and fully resolved.

Judgments and Uncertainties

The estimates of our tax contingencies reserve contain uncertainty because management must use judgment to estimate the potential exposure associated with our various filing positions.

Effect if Actual Results Differ From Assumptions

We believe the estimates and judgments we have made related to tax contingencies are reasonable and we have adequate reserves for uncertain tax positions. Our reserves for uncertain tax positions, including any income tax related interest and penalties, are \$56.8 million as of July 31, 2025. This reserve solely relates to the treatment of the Canyons lease payments obligation as payments of debt obligations and that the tax basis in Canyons goodwill is deductible. Actual results could differ and we may be exposed to increases or decreases in those reserves and tax provisions that could be material.

An unfavorable tax settlement could require the use of cash and could possibly result in increased tax expense and effective tax rate and/or adjustments to our deferred tax assets and deferred tax liabilities in the year of resolution. A favorable tax settlement could possibly result in a reduction in our tax expense, effective tax rate, income taxes payable, other long-term liabilities and/or adjustments to our deferred tax assets and deferred tax liabilities in the year of settlement or in future years.

Depreciable Lives of Assets

Description

Mountain and lodging operational assets, furniture and fixtures, computer equipment, software, vehicles and leasehold improvements are primarily depreciated using the straight-line method over the estimated useful life of the asset. Assets may

become obsolete or require replacement before the end of their useful life in which the remaining book value would be written-off or we could incur costs to remove or dispose of assets no longer in use.

Judgments and Uncertainties

The estimates of our useful lives of the assets contain uncertainty because management must use judgment to estimate the useful life of the asset.

Effect if Actual Results Differ From Assumptions

Although we believe the estimates and judgments discussed herein are reasonable, actual results could differ, and we may be exposed to increased expense related to depreciable assets disposed of, removed or taken out of service prior to its originally estimated useful life, which may be material. A 10% decrease in the estimated useful lives of depreciable assets would have increased depreciation expense by approximately \$31.3 million for Fiscal 2025.

Business Combinations

Description

A component of our growth strategy has been to acquire and integrate businesses that complement our existing operations. We account for business combinations in accordance with the guidance for business combinations and related literature. Accordingly, we allocate the purchase price of acquired businesses to the identifiable tangible and intangible assets acquired and liabilities assumed based upon their estimated fair values at the date of acquisition. The difference between the purchase price and the estimated fair value of assets acquired and liabilities assumed is recorded as goodwill. In determining the estimated fair values of assets acquired and liabilities assumed in a business combination, we use various recognized valuation methods including present value modeling and referenced market values (where available). Valuations are performed by management or independent valuation specialists under management's supervision, where appropriate.

Judgments and Uncertainties

Accounting for business combinations requires our management to make significant estimates and assumptions, especially at the acquisition date, including our estimates for intangible assets, contractual obligations assumed and contingent consideration, where applicable. Although we believe the assumptions and estimates we have made in the past have been reasonable and appropriate, they are based in part on historical experience and information obtained from the management of the acquired companies and are inherently uncertain. Examples of critical estimates in valuing certain of the intangible assets we have acquired include, but are not limited to: determination of weighted average cost of capital, market participant assumptions, royalty rates, terminal multiples and estimates of future cash flows to be generated by the acquired assets. In addition to the estimates and assumptions applied to valuing intangible assets acquired, the determination of the estimated fair value of contingent consideration, including estimating the likelihood and timing of achieving the relevant thresholds for contingent consideration payments, requires the use of subjective judgments. We estimate the fair value of the Park City contingent consideration payments using an option pricing valuation model which incorporates, among other factors, projected achievement of specified financial performance measures, discount rates and volatility for the respective business.

Effect if Actual Results Differ From Assumptions

We believe that the estimated fair values assigned to the assets acquired and liabilities assumed are based on reasonable assumptions that a marketplace participant would use. While we use our best estimates and assumptions to accurately value assets acquired and liabilities assumed at the acquisition date, our estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, we may record adjustments, which could be significant, to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the estimated fair values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments would be recorded on our Consolidated Statements of Operations.

We recognize the fair value of contingent consideration, if any, at the date of acquisition as part of the consideration transferred to acquire a business. The liability associated with contingent consideration is remeasured to fair value at each reporting period subsequent to the date of acquisition taking into consideration changes in financial projections and long-term growth rates, among other factors, that may impact the timing and amount of contingent consideration payments until the term of the agreement has expired or the contingency is resolved. Increases in the fair value of contingent consideration are recorded as losses on our Consolidated Statements of Operations, while decreases in fair value are recorded as gains.

New Accounting Standards

Refer to the Summary of Significant Accounting Policies within the Notes to Consolidated Financial Statements for a discussion of new accounting standards.

Seasonality and Quarterly Results

Our mountain and lodging operations are seasonal in nature, with a typical peak operating season in North America and Europe generally beginning in mid-December and running through mid-April. In particular, revenue and profits for our North American and European mountain and most of our lodging operations are substantially lower and historically result in losses from late spring to late fall. Conversely, peak operating seasons for our NPS concessioner properties, our mountain resort golf courses and our Australian resorts' ski season generally occur during the North American summer months, and these operations typically incur operating losses during the North American and European winter months. Revenue and profits generated by NPS concessioner properties' summer operations, golf operations and Australian resorts' ski operations are not sufficient to fully offset our off-season losses from our North American and European mountain and other lodging operations. During Fiscal 2025, approximately 82% of total combined Mountain and Lodging segment net revenue (excluding Lodging segment revenue associated with reimbursement of payroll costs) was earned during the second and third fiscal quarters. Therefore, the operating results for any three-month period are not necessarily indicative of the results that may be achieved for any subsequent quarter or for a full year (see Notes to Consolidated Financial Statements).

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Interest Rate Risk. Our exposure to market risk is limited primarily to the fluctuating interest rates associated with variable rate indebtedness. At July 31, 2025, we had approximately \$1.0 billion of net variable rate indebtedness, representing approximately 30% of our total debt outstanding, at an average interest rate during Fiscal 2025 of approximately 6.1%. Based on variable-rate borrowings outstanding as of July 31, 2025, a 100-basis point (or 1.0%) change in our borrowing rates would result in our annual interest payments changing by \$9.6 million. Our market risk exposure fluctuates based on changes in underlying interest rates.

Foreign Currency Exchange Rate Risk. We are exposed to currency translation risk because the results of our international entities are reported in local currency, which we then translate to U.S. dollars for inclusion in our Consolidated Financial Statements. As a result, changes between the foreign exchange rates, in particular the Canadian dollar, Australian dollar and Swiss franc compared to the U.S. dollar, affect the amounts we record for our foreign assets, liabilities, revenues and expenses, and could have a negative effect on our financial results. The results of Whistler Blackcomb are reported in Canadian dollars; the results of our Australian resorts are reported in Australian dollars; and the results of our Swiss resorts are reported in Swiss francs, each of which we then translate to U.S. dollars for inclusion in our Consolidated Financial Statements. We do not currently enter into hedging arrangements to minimize the impact of foreign currency fluctuations on our operations.

The following table summarizes the amounts of foreign currency translation adjustments, representing losses, and foreign currency loss on intercompany loans recognized in comprehensive income (in thousands):

	Year ended July 31,		
	2025	2024	2023
Foreign currency translation adjustments	\$ 21,948	\$ (67,384)	\$ (25,439)
Foreign currency gain (loss) on intercompany loans	\$ 20	\$ (4,140)	\$ (2,907)

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

Vail Resorts, Inc.

Consolidated Financial Statements for the Years Ended July 31, 2025, 2024 and 2023

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Management's Report on Internal Control over Financial Reporting

Management of Vail Resorts, Inc. (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Securities Exchange Act of 1934. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles in the United States of America.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of the effectiveness of internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management, including the Company's Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of the Company's internal control over financial reporting as of July 31, 2025. In making this assessment, management used the criteria established in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. Based on this assessment, management concluded that, as of July 31, 2025, the Company's internal control over financial reporting was effective.

The Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, has issued an attestation report on the effectiveness of the Company's internal control over financial reporting as of July 31, 2025, as stated in the Report of Independent Registered Public Accounting Firm on the following page.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders
of Vail Resorts, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Vail Resorts, Inc. and its subsidiaries (the “Company”) as of July 31, 2025 and 2024, and the related consolidated statements of operations, of comprehensive income, of stockholders’ equity and of cash flows for each of the three years in the period ended July 31, 2025, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of July 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of July 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended July 31, 2025 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of July 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Fair Value Measurement of the Contingent Consideration

As described in Note 9 to the consolidated financial statements, the Company has established a liability of \$93.3 million as of July 31, 2025 for additional amounts that management believes are likely to be paid to the landlord of Park City (the “Contingent Consideration”). The Company remeasures the Contingent Consideration to fair value at each reporting date until the contingency is resolved. The estimated fair value of Contingent Consideration includes the future period resort operations of Park City in the calculation of EBITDA on which participating contingent payments are made, which is determined on the basis of estimated subsequent year performance, escalated by an assumed annual growth factor and discounted to net present value. Fair value is estimated using an option pricing valuation model. As described by management, significant assumptions in determining the fair value under this model included future period Park City EBITDA, discount rate and volatility.

The principal considerations for our determination that performing procedures relating to the fair value measurement of the Contingent Consideration is a critical audit matter are (i) the significant judgment by management when developing the fair value measurement, which in turn led to a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence related to management’s significant assumptions for the future period Park City EBITDA, discount rate, and volatility; and (ii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management’s fair value measurement of the Contingent Consideration including controls over the Company’s significant assumptions. The procedures also included, among others, testing management’s process for developing the fair value measurement and evaluating the significant assumptions used by management related to the future period Park City EBITDA, discount rate, and volatility. Evaluating management’s assumptions related to the future period Park City EBITDA, discount rate, and volatility involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past period EBITDA performance of Park City; (ii) the consistency with external market data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company’s discount rate and volatility assumptions.

/s/ PricewaterhouseCoopers LLP
Denver, Colorado
September 29, 2025

We have served as the Company’s auditor since 2002.

Vail Resorts, Inc.
Consolidated Balance Sheets
(In thousands, except per share amounts)

	July 31,	
	2025	2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 440,290	\$ 322,827
Restricted cash	16,129	14,236
Trade receivables, net of allowances	382,370	375,752
Inventories, net of reserves	117,178	118,988
Other current assets	93,823	70,158
Total current assets	1,049,790	901,961
Property, plant and equipment, net (Note 8)	2,374,654	2,418,530
Real estate held for sale or investment	87,853	86,548
Goodwill, net (Note 8)	1,675,215	1,677,975
Intangible assets, net (Note 8)	298,497	302,535
Operating right-of-use assets (Note 4)	242,485	258,268
Other assets	49,391	40,756
Total assets	\$ 5,777,885	\$ 5,686,573
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued liabilities (Note 8)	\$ 1,056,665	\$ 1,000,798
Income taxes payable	11,452	46,428
Long-term debt due within one year (Note 6)	599,509	59,314
Total current liabilities	1,667,626	1,106,540
Long-term debt, net (Note 6)	2,594,765	2,731,492
Operating lease liabilities (Note 4)	215,085	235,106
Other long-term liabilities	294,464	311,768
Deferred income taxes, net (Note 10)	252,041	276,789
Total liabilities	5,023,981	4,661,695
Commitments and contingencies (Note 11)		
Stockholders' equity:		
Preferred stock, \$0.01 par value, 25,000 shares authorized, no shares issued and outstanding	—	—
Common stock, \$0.01 par value, 100,000 shares authorized and 46,945 and 46,855 shares issued, respectively	469	469
Additional paid-in capital	1,171,536	1,145,610
Accumulated other comprehensive loss	(57,889)	(67,288)
Retained earnings	718,662	766,826
Treasury stock, at cost; 11,060 and 9,370 shares, respectively (Note 13)	(1,408,279)	(1,135,685)
Total Vail Resorts, Inc. stockholders' equity	424,499	709,932
Noncontrolling interests	329,405	314,946
Total stockholders' equity	753,904	1,024,878
Total liabilities and stockholders' equity	\$ 5,777,885	\$ 5,686,573

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Vail Resorts, Inc.
Consolidated Statements of Operations
(In thousands, except per share amounts)

	Year Ended July 31,		
	2025	2024	2023
Net revenue:			
Mountain and Lodging services and other	\$ 2,464,910	\$ 2,388,227	\$ 2,372,175
Mountain and Lodging retail and dining	499,002	492,260	509,124
Resort net revenue	2,963,912	2,880,487	2,881,299
Real Estate	435	4,704	8,065
Total net revenue	2,964,347	2,885,191	2,889,364
Operating expense (exclusive of depreciation and amortization shown separately below):			
Mountain and Lodging operating expense	1,507,993	1,458,369	1,454,324
Mountain and Lodging retail and dining cost of products sold	181,988	188,054	203,278
General and administrative	433,714	410,027	389,465
Resort operating expense	2,123,695	2,056,450	2,047,067
Real Estate	6,213	9,514	10,635
Total segment operating expense	2,129,908	2,065,964	2,057,702
Other operating (expense) income:			
Depreciation and amortization	(296,437)	(279,073)	(269,178)
Gain on sale of real property	24,404	6,285	842
Change in estimated fair value of contingent consideration (Note 9)	(9,379)	(47,957)	(49,836)
Gain (loss) on disposal of fixed assets and other, net	6,933	(9,633)	(9,070)
Income from operations	559,960	488,849	504,420
Interest expense, net	(171,628)	(164,599)	(155,446)
Mountain equity investment income, net	3,919	1,053	605
Investment income and other, net	10,126	18,592	23,744
Foreign currency gain (loss) on intercompany loans (Note 6)	20	(4,140)	(2,907)
Income before provision for income taxes	402,397	339,755	370,416
Provision for income taxes (Note 10)	(104,421)	(92,776)	(87,636)
Net income	297,976	246,979	282,780
Net income attributable to noncontrolling interests	(17,972)	(15,874)	(16,955)
Net income attributable to Vail Resorts, Inc.	\$ 280,004	\$ 231,105	\$ 265,825
Per share amounts (Note 5):			
Basic net income per share attributable to Vail Resorts, Inc.	\$ 7.54	\$ 6.10	\$ 6.70
Diluted net income per share attributable to Vail Resorts, Inc.	\$ 7.53	\$ 6.09	\$ 6.69
Cash dividends declared per share	\$ 8.88	\$ 8.56	\$ 7.94

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Vail Resorts, Inc.
Consolidated Statements of Comprehensive Income
(In thousands)

	Year Ended July 31,		
	2025	2024	2023
Net income	\$ 297,976	\$ 246,979	\$ 282,780
Foreign currency translation adjustments	21,948	(67,384)	(25,439)
Change in estimated fair value of hedging instruments, net of tax	(1,755)	(11,149)	3,691
Comprehensive income	318,169	168,446	261,032
Comprehensive (income) loss attributable to noncontrolling interests	(28,766)	5,729	(16,488)
Comprehensive income attributable to Vail Resorts, Inc.	\$ 289,403	\$ 174,175	\$ 244,544

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Vail Resorts, Inc.
Consolidated Statements of Stockholders' Equity
(In thousands, except share amounts)

	Common Stock	Additional Paid in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock	Total Vail Resorts, Inc. Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
Vail Resorts								
Balance, July 31, 2022	\$ 467	\$ 1,184,577	\$ 10,923	\$ 883,907	\$ (479,417)	\$ 1,600,457	\$ 235,045	\$ 1,835,502
Comprehensive income:								
Net income	—	—	—	265,825	—	265,825	16,955	282,780
Foreign currency translation adjustments	—	—	(24,972)	—	—	(24,972)	(467)	(25,439)
Change in estimated fair value of hedging instruments, net of tax	—	—	3,691	—	—	3,691	—	3,691
Total comprehensive income						244,544	16,488	261,032
Cumulative effect of adoption of ASU 2020-06 (Note 6)	—	(80,066)	—	24,023	—	(56,043)	—	(56,043)
Stock-based compensation expense (Note 14)	—	25,409	—	—	—	25,409	—	25,409
Issuance of shares under share award plan, net of shares withheld for employee taxes (Note 14)	1	(5,487)	—	—	—	(5,486)	—	(5,486)
Repurchases of common stock (Note 13)	—	—	—	—	(504,889)	(504,889)	—	(504,889)
Dividends (Note 5)	—	—	—	(314,350)	—	(314,350)	—	(314,350)
Estimated acquisition date fair value of noncontrolling interests (Note 7)	—	—	—	—	—	—	91,524	91,524
Distributions to noncontrolling interests, net	—	—	—	—	—	—	(11,344)	(11,344)
Balance, July 31, 2023	468	1,124,433	(10,358)	859,405	(984,306)	989,642	331,713	1,321,355
Comprehensive income (loss):								
Net income	—	—	—	231,105	—	231,105	15,874	246,979
Foreign currency translation adjustments	—	—	(45,781)	—	—	(45,781)	(21,603)	(67,384)
Change in estimated fair value of hedging instruments, net of tax	—	—	(11,149)	—	—	(11,149)	—	(11,149)
Total comprehensive income (loss)						174,175	(5,729)	168,446
Stock-based compensation expense (Note 14)	—	26,803	—	—	—	26,803	—	26,803
Issuance of shares under share award plan, net of shares withheld for employee taxes (Note 14)	1	(5,626)	—	—	—	(5,625)	—	(5,625)
Repurchases of common stock (Note 13)	—	—	—	—	(151,379)	(151,379)	—	(151,379)
Dividends (Note 5)	—	—	—	(323,684)	—	(323,684)	—	(323,684)
Estimated acquisition date fair value of noncontrolling interests (Note 7)	—	—	—	—	—	—	14,084	14,084
Distributions to noncontrolling interests, net	—	—	—	—	—	—	(25,122)	(25,122)
Balance, July 31, 2024	469	1,145,610	(67,288)	766,826	(1,135,685)	709,932	314,946	1,024,878
Comprehensive income:								
Net income	—	—	—	280,004	—	280,004	17,972	297,976
Foreign currency translation adjustments	—	—	11,154	—	—	11,154	10,794	21,948
Change in estimated fair value of hedging instruments, net of tax	—	—	(1,755)	—	—	(1,755)	—	(1,755)
Total comprehensive income						289,403	28,766	318,169
Stock-based compensation expense (Note 14)	—	33,962	—	—	—	33,962	—	33,962
Issuance of shares under share award plan, net of shares withheld for employee taxes (Note 14)	—	(8,036)	—	—	—	(8,036)	—	(8,036)
Repurchases of common stock (Note 13)	—	—	—	—	(272,594)	(272,594)	—	(272,594)
Dividends (Note 5)	—	—	—	(328,168)	—	(328,168)	—	(328,168)
Distributions to noncontrolling interests, net	—	—	—	—	—	—	(14,307)	(14,307)
Balance, July 31, 2025	\$ 469	\$ 1,171,536	\$ (57,889)	\$ 718,662	\$ (1,408,279)	\$ 424,499	\$ 329,405	\$ 753,904

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Vail Resorts, Inc.
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended July 31,		
	2025	2024	2023
Cash flows from operating activities:			
Net income	\$ 297,976	\$ 246,979	\$ 282,780
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	296,437	279,073	269,178
Stock-based compensation expense	33,962	26,803	25,409
Deferred income taxes, net	(20,952)	6,702	23,456
(Gain) loss on disposal of fixed assets and other, net	(6,933)	9,633	9,070
Change in estimated fair value of contingent consideration	9,379	47,957	49,836
Other non-cash income, net	(29,014)	(2,745)	(4,140)
Changes in assets and liabilities, net of effects of acquisitions:			
Trade receivables, net	(6,708)	12,887	4,248
Inventories, net	1,203	13,190	(23,418)
Accounts payable and accrued liabilities	18,396	9,369	(7,509)
Deferred revenue	26,436	2,647	60,268
Income taxes payable	(36,281)	(43,442)	(32,270)
Other assets and liabilities, net	(29,031)	(20,031)	(19,053)
Net cash provided by operating activities	554,870	589,022	637,855
Cash flows from investing activities:			
Capital expenditures	(235,191)	(211,197)	(314,912)
Acquisition of businesses, net of cash acquired	—	(94,356)	(38,567)
Deposit returned for acquisition of business	—	—	114,506
Investments in short-term deposits	—	—	(86,756)
Maturity of short-term deposits	—	57,647	37,978
Cash received from disposal of fixed assets	12,373	337	5,674
Other investing activities, net	18,321	6,500	8,910
Net cash used in investing activities	(204,497)	(241,069)	(273,167)
Cash flows from financing activities:			
Proceeds from borrowings under 5.625% Notes	500,000	—	—
Proceeds from borrowings under 6.50% Notes	—	600,000	—
Proceeds from borrowings under Vail Holdings Credit Agreement	350,000	—	—
Repayments of borrowings under 6.25% Notes	—	(600,000)	—
Repayments of borrowings under Vail Holdings Credit Agreement	(399,219)	(55,859)	(62,500)
Repayments of borrowings under Whistler Credit Agreement	—	—	(11,389)
Repurchases of 0.0% Convertible Notes	(48,000)	—	—
Dividends paid	(328,168)	(323,684)	(314,350)
Repurchases of common stock	(270,000)	(150,000)	(500,000)
Employee taxes paid for share award exercises	(8,036)	(5,625)	(5,486)
Other financing activities, net	(39,224)	(41,868)	(20,275)
Net cash used in financing activities	(242,647)	(577,036)	(914,000)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	11,630	(6,947)	(3,702)
Net increase (decrease) in cash, cash equivalents and restricted cash	119,356	(236,030)	(553,014)
Cash, cash equivalents and restricted cash:			
Beginning of period	\$ 337,063	\$ 573,093	\$ 1,126,107
End of period	\$ 456,419	\$ 337,063	\$ 573,093
Cash paid for interest	\$ 156,368	\$ 146,559	\$ 140,599
Taxes paid, net	\$ 161,655	\$ 129,350	\$ 94,342
Non-cash investing activities:			
Accrued capital expenditures	\$ 25,788	\$ 24,872	\$ 23,210

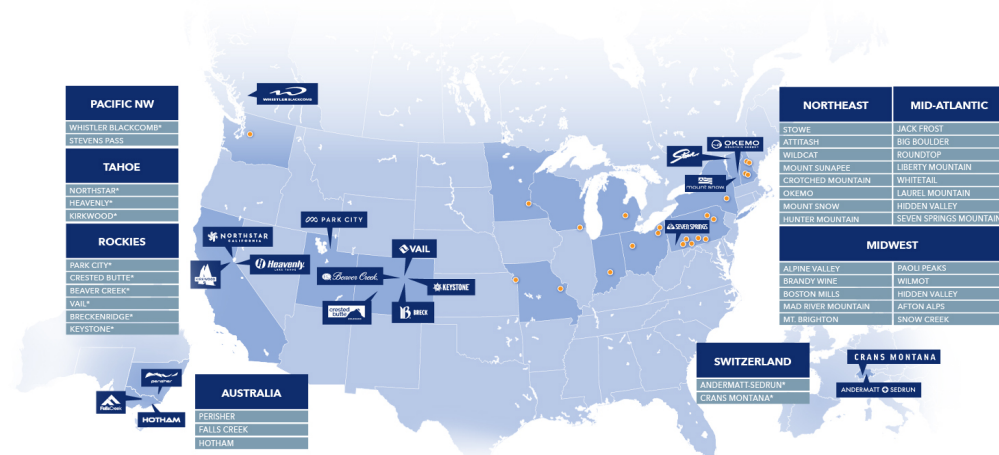
The accompanying Notes are an integral part of these Consolidated Financial Statements.

Notes to Consolidated Financial Statements

1. Organization and Business

Vail Resorts, Inc. (“Vail Resorts”) is organized as a holding company and operates through various subsidiaries. Vail Resorts and its subsidiaries (collectively, the “Company”) operate in three reportable segments: Mountain, Lodging and Real Estate. The Company refers to “Resort” as the combination of the Mountain and Lodging segments.

In the Mountain segment, the Company operates the following 42 destination mountain resorts and regional ski areas, (collectively, “Resorts”):



**Denotes a destination mountain resort, which generally receives a meaningful portion of skier visits from long-distance travelers, as opposed to the Company's regional ski areas, which tend to generate skier visits predominantly from their respective local markets.*

Additionally, the Mountain segment includes ancillary services, primarily including ski school, dining and retail/rental operations, and for the Company's Australian ski areas, including lodging and transportation operations. Several of the resorts located in the United States (“U.S.”) operate primarily on federal land under the terms of Special Use Permits granted by the U.S. Department of Agriculture Forest Service. The operations of Whistler Blackcomb are conducted on land owned by the government of the Province of British Columbia, Canada within the traditional territory of the Squamish and Lil'wat Nations. The operations of the Company's Australian ski areas are conducted pursuant to long-term leases and licenses on land owned by the governments of New South Wales and Victoria, Australia. A portion of the operations of Andermatt-Sedrun are conducted on land owned by the Swiss Confederation, for which operations are conducted under leasehold agreements and pursuant to a personal easement on land owned by the municipality of Tujetsch. Portions of the Crans-Montana resort operations are conducted on land owned third parties, including local municipalities, via numerous registered easements, building rights (which may be subject to federal concessions), or other agreements. Okemo, Mount Sunapee and Stowe operate on land leased from the respective states in which the resorts are located and on land owned by the Company.

In the Lodging segment, the Company owns and/or manages a collection of luxury hotels and condominiums under its RockResorts brand; other strategic lodging properties and a large number of condominiums located in proximity to the Company's North American mountain resorts; National Park Service (“NPS”) concessioner properties including the Grand Teton Lodge Company, which operates destination resorts in Grand Teton National Park; a Colorado resort ground transportation company and mountain resort golf courses.

The Company's Real Estate segment primarily owns, develops and sells real estate in and around the Company's resort communities.

The Company's mountain business and its lodging properties at or around the Company's mountain resorts are seasonal in nature, and typically experience their peak operating seasons primarily from mid-December through mid-April in North America and Europe. The peak operating season at the Company's Australian resorts, NPS concessioner properties and golf courses generally occurs from June to early October.

2. Summary of Significant Accounting Policies

Principles of Consolidation — The accompanying Consolidated Financial Statements include the accounts of the Company and its consolidated subsidiaries for which the Company has a controlling financial interest. Investments in which the Company does not have a controlling financial interest, but has significant influence, are accounted for under the equity method. All significant intercompany transactions have been eliminated in consolidation.

Cash and Cash Equivalents — The Company considers all highly liquid investments with maturities of three months or less at the date of purchase to be cash equivalents.

Accounts Receivable — The Company records trade accounts receivable in the normal course of business related to the sale of products or services. The allowance for doubtful accounts is based on a specific reserve analysis and on a percentage of accounts receivable and takes into consideration such factors as historical write-offs, the economic climate and other factors that could affect collectability. Write-offs are evaluated on a case by case basis.

Inventories — The Company's inventories consist primarily of purchased retail goods, food and beverage items and spare parts. Inventories are stated at the lower of cost or net realizable value, determined using primarily an average weighted cost method. The Company records a reserve for estimated shrinkage and obsolete or unusable inventory.

Property, Plant and Equipment — Property, plant and equipment is carried at cost net of accumulated depreciation. Costs of repairs and maintenance are expensed as incurred. Expenditures that improve the functionality of the related asset or extend the useful life are capitalized. When property, plant and equipment is retired or otherwise disposed of, the related gain or loss is included in income from operations. Leasehold improvements are amortized on the straight-line method over the shorter of the remaining lease term or estimated useful life of the asset. Depreciation is calculated on the straight-line method, including property, plant and equipment under finance leases, generally based on the following useful lives:

	Estimated Life in Years
Land improvements	15-20
Buildings and building improvements	5-30
Machinery and equipment	2-30
Furniture and fixtures	3-10
Software	3
Vehicles	3-5

Real Estate Held for Sale or Investment — The Company capitalizes as real estate held for sale or investment the original land acquisition cost, direct construction and development costs, property taxes, interest paid and other related costs related to real estate under development. Sales and marketing expenses are charged against income in the period incurred.

Deferred Financing Costs — Certain costs incurred with the issuance of debt and debt securities are capitalized and included as a reduction in the net carrying value of long-term debt, net of accumulated amortization, with the exception of costs incurred related to line-of-credit arrangements, which are included in deferred charges and other assets, net of accumulated amortization. Amortization of such deferred financing costs are recorded to interest expense, net on the Company's Consolidated Statements of Operations over the respective term of the applicable debt instruments. When debt is extinguished prior to its maturity date, the amortization of the remaining unamortized deferred financing costs, or pro-rata portion thereof, is charged to loss on extinguishment of debt.

Goodwill and Intangible Assets — The Company has classified as goodwill the cost in excess of estimated fair value of the net assets of businesses acquired in purchase transactions. The Company's major intangible asset classes are trademarks, water rights, customer lists, property management contracts and Forest Service permits. Goodwill and various indefinite-lived intangible assets, including certain trademarks, water rights and certain property management contracts, are not amortized but are subject to at least annual impairment testing. The Company tests these non-amortizing assets annually (or more often, if

necessary) for impairment as of May 1. Definite-lived intangible assets are amortized over the shorter of their contractual terms or estimated useful lives.

For the testing of goodwill and other indefinite-lived intangible assets for impairment, the Company may perform a qualitative analysis to determine whether it is more likely than not that the fair value of a reporting unit or indefinite-lived intangible asset exceeds the carrying amount, which includes an evaluation as to whether there have been significant changes to macro-economic factors related to the reporting unit or intangible asset that could materially impact fair value. If it is determined, based on qualitative factors, that the fair value of the reporting unit or indefinite-lived intangible asset is more likely than not less than carrying amount, or if significant changes to macro-economic factors related to the reporting unit or intangible asset have occurred that could materially impact estimated fair values since the previous quantitative analysis was performed, a quantitative impairment test would be required, in which the Company would determine the estimated fair value of its reporting units using discounted cash flow analyses and determine the estimated fair value of its indefinite-lived intangible assets using an income approach. The quantitative test for impairment consists of a comparison of the estimated fair value of the assets with their respective net carrying values. If the net carrying amount of the assets exceed their respective estimated fair values, an impairment loss would be recognized for indefinite-lived intangibles, including goodwill, in an amount equal to that excess. If the net carrying amount of the assets does not exceed their respective estimated fair values, no impairment loss is recognized. The Company determined that there were no impairments of goodwill or definite and indefinite-lived assets for the years ended July 31, 2025, 2024 and 2023.

Long-Lived Assets — The Company evaluates potential impairment of long-lived assets and long-lived assets to be disposed of whenever events or changes in circumstances indicate that the net carrying amount of an asset group may not be fully recoverable. If the sum of the expected cash flows, on an undiscounted basis, is less than the net carrying amount of the asset group, an impairment loss is recognized in the amount by which the net carrying amount of the asset group exceeds its estimated fair value. The Company determined that there were no impairments of long-lived assets for the years ended July 31, 2025, 2024 and 2023.

Revenue Recognition — The Company's significant accounting policies with regard to revenue recognition are discussed in Note 3, Revenues.

Real Estate Cost of Sales — Costs of real estate transactions include direct project costs, common cost allocations (primarily determined on relative sales value) and sales commission expense. The Company utilizes the relative sales value method to determine cost of sales for condominium units sold within a project when specific identification of costs cannot be reasonably determined.

Foreign Currency Translation — The functional currency of the Company's entities operating outside of the United States is the principal currency of the economic environment in which the entity primarily generates and expends cash, which is generally the local currency. The assets and liabilities of these foreign operations are translated at the exchange rate in effect as of the balance sheet dates. Income and expense items are translated using the average exchange rate for the period. Translation adjustments from currency exchange, including intercompany transactions of a long-term nature, are recorded in accumulated other comprehensive income (loss) as a separate component of stockholders' equity. Intercompany transactions that are not of a long-term nature are reported as gains and losses within "segment operating expense" and for intercompany loans within "foreign currency gain (loss) on intercompany loans" on the Company's Consolidated Statements of Operations.

Reserve Estimates — The Company uses estimates to record reserves for certain liabilities, including medical claims, workers' compensation claims, third-party loss contingencies and property taxes, among other items. The Company estimates the probable costs related to these liabilities that will be incurred and records that amount as a liability in its Consolidated Financial Statements. Additionally, the Company records, as applicable, receivables related to insurance recoveries for loss contingencies if deemed probable of recovery. These estimates are reviewed and adjusted as the facts and circumstances change. The Company records legal costs related to defending claims as they are incurred.

Advertising Costs — Advertising costs are expensed at the time such advertising commences. Advertising expense for the years ended July 31, 2025, 2024 and 2023 was \$48.0 million, \$49.8 million and \$47.2 million, respectively, and was recorded within Mountain and Lodging operating expense on the Company's Consolidated Statement of Operations.

Income Taxes — Income tax expense includes U.S. (federal and state) and foreign income taxes. The Company's provision for income taxes is based on pre-tax income, changes in deferred tax assets and liabilities and changes in estimates with regard to uncertain tax positions. Deferred tax assets and liabilities are recorded for the estimated future tax effects of temporary differences between the tax bases of assets and liabilities and amounts reported in the accompanying Consolidated Balance Sheets and for operating loss and tax credit carrybacks or carryforwards. The change in deferred tax assets and liabilities for the

period measures the deferred tax provision or benefit for the period. Effects of changes in enacted tax laws on deferred tax assets and liabilities are reflected as adjustments to the tax provision or benefit in the period of enactment. The Company's deferred tax assets have been reduced by a valuation allowance to the extent it is deemed to be more likely than not that some or all of the deferred tax assets will not be realized. The Company recognizes liabilities for uncertain tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is "more-likely-than-not" to be sustained, on audit, including resolution of related appeals or litigation processes, if any. The second step requires the Company to estimate and measure the largest tax benefit that is cumulatively greater than 50% likely of being realized upon ultimate settlement. Interest and penalties accrued in connection with uncertain tax positions are recognized as a component of income tax expense. See Note 10, Income Taxes, for more information.

Fair Value of Financial Instruments — The estimated fair values of the 6.50% Notes, 5.625% Notes and the 0.0% Convertible Notes (each as defined in Note 6, Long-Term Debt) are based on quoted market prices (a Level 2 input). The estimated fair value of the EPR Secured Notes and the NRP Loan (both as defined in Note 6, Long-Term Debt) have been estimated using analyses based on current borrowing rates for comparable debt instruments with similar maturity dates (a Level 2 input). The carrying values, including any unamortized premium or discount, and estimated fair values of the 6.50% Notes, 5.625% Notes 0.0% Convertible Notes, EPR Secured Notes and NRP Loan as of July 31, 2025 are presented below (in thousands):

	July 31, 2025	
	Carrying Value	Estimated Fair Value
6.50% Notes	\$ 600,000	\$ 617,448
5.625% Notes	\$ 500,000	\$ 503,175
0.0% Convertible Notes	\$ 525,000	\$ 509,906
EPR Secured Notes	\$ 141,662	\$ 164,051
NRP Loan	\$ 37,109	\$ 30,813

The carrying values for all other material financial instruments not included in the above table approximate their respective fair value due to their short-term nature or the variable nature of their associated interest rates.

Stock-Based Compensation — Stock-based compensation expense is measured at the grant date based upon the estimated fair value of the award and is recognized as expense over the applicable vesting period of the award generally using the straight-line method (see Note 14, Stock Compensation Plan, for more information). Forfeitures are recorded as they occur. The following table shows total net stock-based compensation expense for the years ended July 31, 2025, 2024 and 2023 included on the accompanying Consolidated Statements of Operations (in thousands):

	Year Ended July 31,		
	2025	2024	2023
Mountain stock-based compensation expense	\$ 29,632	\$ 23,234	\$ 21,242
Lodging stock-based compensation expense	4,004	3,349	3,972
Real Estate stock-based compensation expense	326	220	195
Pre-tax stock-based compensation expense	33,962	26,803	25,409
Less: benefit from income taxes	8,034	6,157	5,951
Net stock-based compensation expense	\$ 25,928	\$ 20,646	\$ 19,458

Concentration of Credit Risk — The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and restricted cash. The Company places its cash and cash investments in accounts with high-quality credit institutions. The Company does not enter into financial instruments for trading or speculative purposes. Concentration of credit risk with respect to accounts and notes receivables is limited due to the wide variety of customers and markets in which the Company conducts business, as well as their dispersion across many geographical areas. The Company performs ongoing credit evaluations of its customers and generally does not require collateral, but does require advance deposits on certain transactions.

Accounting for Hedging Instruments — From time to time, the Company enters into interest rate swaps to hedge the variability in cash flows associated with variable-rate borrowings by converting the floating interest rate to a fixed interest rate (the "Interest Rate Swaps"). The Company previously hedged the future cash flows associated with \$400.0 million of the principal amount outstanding of its Vail Holdings Credit Agreement (as defined in Note 6, Long-Term Debt), which were designated as cash flow hedges. These interest rate swaps expired on September 23, 2024 and no interest rate swaps have been entered into

since that date. The accounting for changes in fair value of hedging instruments depends on the effectiveness of the hedge. In order to qualify for hedge accounting, the underlying hedged item must expose the Company to risks associated with market fluctuations and the financial instrument used must reduce the Company's exposure to market fluctuation throughout the hedge period. Changes in estimated fair value of the Interest Rate Swaps are recorded within change in estimated fair value of hedging instruments, net of tax, on the Company's Consolidated Statements of Comprehensive Income, and such changes were recorded as a (loss) gain of \$(1.8) million, \$(11.1) million and \$3.7 million during the years ended July 31, 2025, 2024 and 2023, respectively. Amounts are reclassified into interest expense, net from other comprehensive income during the period in which the hedged item affects earnings. During the years ended July 31, 2024 and 2023, gains of \$16.1 million and \$11.0 million, respectively, were reclassified into interest expense, net from other comprehensive income. See Note 9, Fair Value Measurements, for more information.

Leases — The Company determines if an arrangement is or contains a lease at inception or modification of the arrangement. An arrangement is or contains a lease if there is one or more assets identified and the right to control the use of any identified asset is conveyed to the Company for a period of time in exchange for consideration. Control over the use of an identified asset means the lessee has both the right to obtain substantially all of the economic benefits from the use of the asset and the right to direct the use of the asset. Generally, the Company classifies a lease as a finance lease if the terms of the agreement effectively transfer control of the underlying asset; otherwise, it is classified as an operating lease. For contracts that contain lease and non-lease components, the Company accounts for these components separately. The Company allocates consideration between lease and non-lease components based on their relative standalone prices, which are estimated when observable prices are not readily available. For leases with terms greater than twelve months, the associated lease right-of-use ("ROU") assets and lease liabilities are recognized at the estimated present value of future lease payments over the lease term at commencement date. The Company's leases do not provide a readily determinable implicit rate; therefore, the Company uses an estimated incremental borrowing rate to discount the future minimum lease payments. For leases containing fixed rental escalation clauses, the escalators are factored into the determination of future minimum lease payments. The Company includes options to extend a lease when it is reasonably certain that such options will be exercised. Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. See Note 4, Leases, for more information.

Use of Estimates — The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the balance sheet date and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Revision of Previously Issued Consolidated Financial Statements — During the year ended July 31, 2025, the Company identified an immaterial error in its accounting for the EPR Secured Notes (as defined in Note 6, Long-Term Debt), which resulted in an understatement of non-cash interest expense, long-term debt due within one year and long-term debt, net for the years ended July 31, 2024 and July 31, 2023. The Company also identified an immaterial error in its accounting for certain completed capital projects, which resulted in an understatement of depreciation expense and overstatement of property, plant and equipment, net for the years ended July 31, 2024 and July 31, 2023. The Company evaluated the errors and concluded that they were not material, individually or in the aggregate, to its previously issued Consolidated Financial Statements.

To correct the immaterial errors, the Company elected to revise its previously issued Consolidated Financial Statements for the years ended July 31, 2024 and July 31, 2023. The revision of the Consolidated Financial Statements also includes the correction of other previously identified immaterial errors in its Consolidated Financial Statements which the Company had evaluated or recorded as out of period adjustments in prior periods. The Company had previously determined that these errors did not, individually or in the aggregate, result in a material error of its previously issued Consolidated Financial Statements, and the Company reached the same conclusion when aggregating with the errors identified during the year ended July 31, 2025. Accordingly, the accompanying Consolidated Financial Statements and relevant footnotes in this Annual Report on Form 10-K have been revised to correct for such errors. Further information regarding the errors and related revisions is included in Note 16, Revision of Previously Issued Consolidated Financial Statements.

Recently Issued Accounting Standards

Standards Being Evaluated

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," which includes amendments that further enhance the transparency and decision usefulness of income tax disclosures, primarily through standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. This update is effective for annual periods beginning after December 15, 2024 (the Company's fiscal year ending July 31, 2026), though early adoption is permitted. The Company will adopt the standard during the fourth quarter of its fiscal year ending July 31,

2026 and is in the process of evaluating the effect that the adoption of this standard will have on its Consolidated Condensed Financial Statements.

In November 2024, the FASB issued ASU 2024-03, "Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses," which will expand the disclosures regarding a public entity's expenses by providing disaggregation of certain costs and expenses. The ASU primarily requires that, for each interim and annual reporting period, an entity disclose the amounts of purchases of inventory, employee compensation, depreciation, and intangible asset amortization, as well as other certain qualitative disclosures regarding costs and expenses. The ASU is effective for fiscal years beginning after December 15, 2026 (the Company's fiscal year ending July 31, 2028), and interim periods thereafter, with early adoption permitted. The Company is in the process of evaluating the effect that the adoption of this standard will have on its Consolidated Condensed Financial Statements, including determining the timing of adoption.

Recently Adopted Standards

In November 2023, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures," which requires Company's provide enhanced segment disclosures, including disclosures regarding significant segment expenses, on an interim and annual basis. The Company adopted the standard for the year ended July 31, 2025. Refer to Note 12, Segment and Geographic Area Information.

3. Revenues

Revenue Recognition

The following provides information about the Company's composition of revenue recognized from contracts with customers and other revenues, the performance obligations under those contracts, and the significant judgments made in accounting for those contracts:

- Mountain revenue is derived from a wide variety of sources, including, among other things: lift revenue, which includes sales of lift tickets and pass products; ski school revenue, which includes the revenue derived from ski school operations; dining revenue, which includes both casual and fine dining on-mountain operations; retail sales and equipment rentals; and other on-mountain revenue, which includes private ski club revenue (which includes both club dues and amortization of initiation fees), marketing revenue, municipal services and lodging and transportation operations at the Company's Australian ski areas. The Company also includes other sources of revenue, primarily related to commercial leasing and employee housing leasing arrangements, within other mountain revenue. Revenue is recognized over time as performance obligations are satisfied as control of the good or service (e.g. access to ski areas, provision of ski school services, etc.) is transferred to the customer, except for the Company's retail sales and dining operations revenues which are recognized at a point in time when performance obligations are satisfied by transferring control of the underlying goods to the customer. The Company records deferred revenue primarily related to the sale of pass products. Deferred revenue is generally recognized throughout the ski season as the Company's performance obligations are satisfied as control of the service (e.g. access to ski areas throughout the ski season) is transferred to the customer. The Company estimates progress towards satisfaction of its performance obligations using an output method that best depicts the transfer of control of the service to its customers, which is based on the number of skiable days in the ski season relative to the estimated total skiable days in the ski season, and which effectively results in revenue being recorded on a straight-line basis throughout the ski season. Total estimated skiable days is based on actual resort opening and estimated closing dates. The Company believes this method best estimates the value transferred to the customer relative to the remaining services promised under the contract.

Epic Coverage is included with the purchase of all pass products for no additional charge, and offers refunds if certain personal or resort closure events occur before or during the ski season. The estimated amount of refunds reduce the amount of pass product revenue recognized by the Company, and is remeasured at each reporting date.

Epic Mountain Rewards provides pass product holders a discount on ancillary purchases at the Company's North American owned and operated Resorts. Epic Mountain Rewards constitutes an option to purchase additional products and services at a discount, and as a result, the Company allocates a portion of the pass product transaction price to these other lines of business which is recorded as revenue as discounts occur.

- Lodging revenue is derived from a wide variety of sources, including, among other things: revenue from owned hotel rooms and managed hotel rooms; revenue from hotel dining operations; transportation revenue which relates to the Company's Colorado resort ground transportation operations; and other lodging revenue which includes property management services, managed properties other costs reimbursements, private golf club revenue (which includes both

club dues and amortization of initiation fees) and golf course fees. Lodging revenue also includes managed hotel property payroll cost reimbursements related to payroll costs at managed properties where the Company is the employer, which are reimbursed by the owner with no added margin. Therefore, these revenues and corresponding expenses have no net effect on the Company's operating income or net income. Other than revenue from dining operations, lodging revenue is mostly recognized over time as performance obligations are satisfied as control of the service (e.g. nightly hotel room access) is transferred to the customer.

- Real estate revenue primarily relates to the sale of development land parcels. Real estate revenue is generally recognized at a point in time when performance obligations have been satisfied, which is usually upon closing of the sales transaction and in an amount that reflects the consideration to which the Company expects to be entitled.

For certain contracts that have an original term length of one year or less, the Company uses the practical expedient applicable to such contracts and does not consider the time value of money. For contracts with an expected term in excess of one year, the Company has considered whether such contracts may contain a financing component. Taxes collected from customers and remitted to governmental authorities are generally excluded from revenue on the accompanying Consolidated Statements of Operations.

Disaggregation of Revenues

The following table presents net revenues disaggregated by segment and major revenue type for the years ended July 31, 2025, 2024 and 2023 (in thousands):

	Year ended July 31,		
	2025	2024	2023
Mountain net revenue:			
Lift	\$ 1,503,187	\$ 1,442,784	\$ 1,420,900
Ski School	309,863	304,548	287,275
Dining	240,900	227,572	224,642
Retail/Rental	302,450	317,196	361,484
Other	273,473	252,270	246,605
Total Mountain net revenue	\$ 2,629,873	\$ 2,544,370	\$ 2,540,906
Lodging net revenue:			
Owned hotel rooms	\$ 88,184	\$ 83,977	\$ 80,117
Managed condominium rooms	81,525	86,199	96,785
Dining	66,374	63,255	62,445
Transportation	14,853	16,309	15,242
Golf	16,008	13,722	12,737
Other	52,805	56,368	55,816
	319,749	319,830	323,142
Payroll cost reimbursements	14,290	16,287	17,251
Total Lodging net revenue	\$ 334,039	\$ 336,117	\$ 340,393
Total Resort net revenue	\$ 2,963,912	\$ 2,880,487	\$ 2,881,299
Total Real Estate net revenue	435	4,704	8,065
Total net revenue	\$ 2,964,347	\$ 2,885,191	\$ 2,889,364

Arrangements with Multiple Performance Obligations

Several of the Company's contracts with customers include multiple performance obligations, primarily related to bundled services such as ski school packages, lodging packages and events (e.g. weddings and conferences). For such contracts, revenue is allocated to each distinct and separate performance obligation based on its relative standalone selling price. The standalone selling prices are generally based on observable prices charged to customers or estimated based on historical experience and information.

Contract Balances

Contract liabilities are recorded primarily as deferred revenues when payments are received or due in advance of the Company's performance, including amounts which may be refundable. The deferred revenue balance is primarily related to

accounts receivable or cash payments recorded in advance of satisfying the Company's performance obligations related to sales of pass products prior to the start of the ski season, private club initiation fees and other related advance purchase products, including advance purchase lift tickets, multiple-day lift tickets, ski school lessons, equipment rentals and lodging advance deposits. Due to the seasonality of the Company's operations, its largest deferred revenue balances occur during the North American pass product selling window, which generally begins in the third quarter of its fiscal year. Deferred revenue balances of a short-term nature were \$602.1 million and \$575.8 million as of July 31, 2025 and 2024, respectively. For the year ended July 31, 2025, the Company recognized approximately \$550.0 million of net revenue that was included in the deferred revenue balance as of July 31, 2024. Deferred revenue balances of a long-term nature, comprised primarily of long-term private club initiation fee revenue, were \$99.4 million and \$104.9 million as of July 31, 2025 and 2024, respectively. As of July 31, 2025, the weighted average remaining period over which revenue for unsatisfied performance obligations on long-term private club contracts will be recognized was approximately 14 years.

Contract assets are recorded as trade receivables when the right to consideration is unconditional. Payments from customers are based on billing terms established in the contracts with customers, which vary by the type of customer, the location and the products or services offered. The term between invoicing and when payment is due is not significant. For certain products or services and customer types, contracts require payment before the products are delivered or services are provided to the customer. Impairment losses related to contract assets are recognized through the Company's allowance for doubtful accounts analysis. Contract asset write-offs are evaluated on an individual basis.

Costs to Obtain Contracts with Customers

The Company expects that credit card fees and sales commissions paid in order to obtain season ski pass products contracts are recoverable. Accordingly, the Company records these amounts as assets when they are paid prior to the start of the ski season.

As of July 31, 2025, \$6.6 million of costs to obtain contracts with customers were recorded within other current assets on the Company's Consolidated Balance Sheet. Deferred credit card fees and sales commissions are amortized commensurate with the recognition of pass product revenue. The Company recorded amortization of \$28.7 million, \$28.6 million and \$25.2 million for these costs during the years ended July 31, 2025, 2024 and 2023, respectively, which were recorded within Mountain and Lodging operating expense on the accompanying Consolidated Statement of Operations.

The Company has elected to expense credit card fees and sales commissions related to non-pass products and services as incurred, as the amortization period is generally one year or less for the time between customer purchase and utilization. These fees are recorded within Mountain and Lodging operating expense on the Company's Consolidated Statements of Operations.

4. Leases

The Company's operating leases consist primarily of resort land and land improvements, commercial and retail space, office space, employee residential units, vehicles and other equipment. The Company determines if an arrangement is or contains a lease at contract inception or modification. The Company's lease contracts generally range from 1 year to approximately 70 years, with some lease contracts containing one or more lease extension options, exercisable at the Company's discretion. The Company generally does not include these lease extension options in the initial lease term as it is not reasonably certain that it will exercise such options at contract inception. In addition, certain lease arrangements contain fixed and variable lease payments. The variable lease payments are primarily contingent rental payments based on: (i) a percentage of revenue related to the leased property; (ii) payments based on a percentage of sales over contractual levels; or (iii) lease payments adjusted for changes in an index or market value. These variable lease payments are typically recognized when the underlying event occurs and are included in operating expenses on the Company's Consolidated Statements of Operations in the same line item as the expense arising from the respective fixed lease payments. The Company's lease agreements may also include non-lease components, such as common area maintenance and insurance, which are accounted for separately. Future lease payments that are contingent or represent non-lease components are not included in the measurement of the operating lease liability. The Company's lease agreements do not contain any material residual value guarantees or restrictive covenants. Lease expense related to lease payments is recognized on a straight-line basis over the term of the lease.

The Company's leases do not provide a readily determinable implicit rate. As a result, the Company measures the lease liability using an estimated incremental borrowing rate which is intended to reflect the rate of interest the Company would pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms. The Company applies the estimated incremental borrowing rates at a portfolio level based on the economic environment associated with the lease.

The Company uses the long-lived assets impairment guidance to determine recognition and measurement of an ROU asset impairment, if any. The Company monitors for events or changes in circumstances that require a reassessment.

The components of lease expense for the years ended July 31, 2025, 2024 and 2023 were as follows (in thousands):

	Year ended July 31,		
	2025	2024	2023
Finance leases:			
Amortization of the finance ROU assets	\$ 10,988	\$ 11,811	\$ 11,701
Interest on lease liabilities	\$ 39,930	\$ 38,671	\$ 37,562
Variable interest	\$ 2,639	\$ 2,587	\$ 2,536
Operating leases:			
Operating lease expense	\$ 50,447	\$ 46,613	\$ 45,385
Short-term lease expense ⁽¹⁾	\$ 22,409	\$ 22,434	\$ 22,759
Variable lease expense	\$ 2,088	\$ 2,694	\$ 3,204

⁽¹⁾ Short-term lease expense is attributable to leases with terms of 12 months or less and no ROU assets or lease liabilities are included within the Company's Consolidated Balance Sheets.

The following table presents the supplemental cash flow information associated with the Company's leasing activities for the years ended July 31, 2025, 2024 and 2023 (in thousands):

	Year ended July 31,		
	2025	2024	2023
Cash flow supplemental information:			
Operating cash outflows for operating and short-term leases	\$ 66,128	\$ 64,724	\$ 65,216
Operating cash outflows for lease- and non-lease components of finance leases	\$ 59,826	\$ 54,469	\$ 54,788
Non-cash supplemental information:			
Operating ROU assets obtained in exchange for operating lease obligations	\$ 19,405	\$ 98,007	\$ 31,039
Finance ROU assets obtained in exchange for finance lease obligations	\$ 64	\$ 14,093	\$ 39,114

Weighted-average remaining lease terms and discount rates as of July 31, 2025 and 2024 are as follows:

	July 31, 2025	July 31, 2024
Weighted-average remaining lease term (in years)		
Operating leases	10.4	11.0
Finance leases	35.2	36.0
Weighted-average discount rate		
Operating leases	5.8 %	5.8 %
Finance leases	9.9 %	9.9 %

Future fixed lease payments for operating and finance leases as of July 31, 2025 reflected by fiscal year (August 1 through July 31) are as follows (in thousands):

	Operating Leases		Finance Leases	
2026	\$	51,525	\$	37,609
2027		46,573		37,730
2028		40,417		37,730
2029		34,086		38,966
2030		26,920		39,718
Thereafter		143,042		1,656,499
Total future minimum lease payments		342,563		1,848,252
Less amount representing interest		(92,595)		(1,427,183)
Total lease liabilities	\$	249,968	\$	421,069

The current portion of operating lease liabilities of approximately \$34.9 million and \$32.6 million as of July 31, 2025 and 2024, respectively, is recorded within accounts payables and accrued liabilities in the accompanying Consolidated Balance Sheets. Finance lease liabilities are recorded within long-term debt, net in the accompanying Consolidated Balance Sheets. The current portion of finance lease liabilities is presented within long-term debt due within one year in the accompanying Consolidated Balance Sheets.

The Canyons finance lease obligation was \$374.9 million and \$369.1 million as of July 31, 2025 and 2024, respectively, which represents the estimated annual fixed lease payments for the remaining period of the initial 50 year term of the lease assuming annual increases at the floor of 2% and discounted using an interest rate of 10%. As of July 31, 2025 and 2024, respectively, the Company has recorded \$74.3 million and \$81.9 million of net finance lease ROU assets in connection with the Canyons lease, net of \$108.9 million and \$101.7 million of accumulated amortization, which is included within property, plant and equipment, net in the Company's Consolidated Balance Sheets.

The Whistler Blackcomb employee housing finance lease obligation was \$27.4 million and \$27.9 million as of July 31, 2025 and 2024, respectively, which represents the minimum lease payments for the remaining period of the initial 20 year term of the lease, net of amounts representing interest, discounted using an interest rate of 6.95%. As of July 31, 2025 and 2024, respectively, the Company has recorded \$24.2 million and \$25.7 million of net finance lease ROU assets in connection with these leases, net of \$3.8 million and \$2.5 million of accumulated amortization, which is included within property, plant and equipment, net in the Company's Consolidated Balance Sheet.

During the year ended July 31, 2024, the Company reassessed its lease agreements for the operations of Northstar Resort ("Northstar"), for which the initial lease terms expire in January 2027 and the agreements provide for three 10-year optional lease extensions. Prior to the year ended July 31, 2024, the Company had not determined that it was reasonably certain to exercise any of the optional lease extensions for Northstar and, accordingly, only the initial lease terms were considered in the measurement of the ROU assets and lease liabilities. During the year ended July 31, 2024, due to near-term operating decisions which would be influenced by the decision to extend the lease, the Company reassessed the lease extensions and determined that it was reasonably certain that it will exercise the first of its 10-year optional lease extensions at Northstar, and as a result, the Company recorded incremental operating ROU assets and operating lease liabilities of \$75.7 million each. Additionally, the Company recorded finance lease ROU assets of \$13.1 million and finance lease obligations of \$12.8 million as of July 31, 2024, which represent the minimum lease payments for the remaining 13 year reassessed term of the lease, net of amounts representing interest, related to assets for which the Company determined that the remaining reassessed lease term represented a major part of the remaining economic life of such assets. As of the remeasurement date for the Northstar leases, the ROU assets and liabilities were discounted using an interest rate of 6.6%. The Northstar Resort finance lease obligation was \$12.1 million as of July 31, 2025, which represents the minimum lease payments for the remaining 13 year reassessed term of the lease, net of amounts representing interest, discounted using an interest rate of 6.6%. As of July 31, 2025, the Company has recorded \$12.0 million of net finance lease ROU assets in connection with these leases, net of \$1.1 million of accumulated amortization, which is included within property, plant and equipment, net in the Company's Consolidated Balance Sheet.

5. Net Income per Common Share

Earnings per Share

Basic earnings per share ("EPS") excludes dilution and is computed by dividing net income attributable to Vail Resorts stockholders by the weighted-average shares outstanding during the period. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised, resulting in the issuance of shares of common stock that would then share in the earnings of Vail Resorts.

Presented below is basic and diluted EPS for the years ended July 31, 2025, 2024 and 2023 (in thousands, except per share amounts):

	Year Ended July 31,					
	2025		2024		2023	
	Basic	Diluted	Basic	Diluted	Basic	Diluted
Net income per share:						
Net income attributable to Vail Resorts	\$ 280,004	\$ 280,004	\$ 231,105	\$ 231,105	\$ 265,825	\$ 265,825
Weighted-average Vail Shares outstanding	37,155	37,155	37,868	37,868	39,654	39,654
Total Weighted-average shares outstanding	37,155	37,155	37,868	37,868	39,654	39,654
Effect of dilutive securities	—	49	—	89	—	106
Total shares	37,155	37,204	37,868	37,957	39,654	39,760
Net income per share attributable to Vail Resorts, Inc.	\$ 7.54	\$ 7.53	\$ 6.10	\$ 6.09	\$ 6.70	\$ 6.69

The Company computes the effect of dilutive securities using the treasury stock method and average market prices during the period. The number of shares issuable upon the exercise of share-based awards that were excluded from the calculation of diluted EPS because the effect of their inclusion would have been anti-dilutive totaled approximately 13,000, 12,000 and 22,000 for the years ended July 31, 2025, 2024 and 2023, respectively.

In December 2020, the Company completed an offering of \$575.0 million in aggregate principal amount of 0.0% Convertible Notes (as defined in Note 6, Long-Term Debt). On January 30, 2025, the Company completed separate, privately negotiated repurchases for an aggregate principal amount of \$50.0 million of its 0.0% Convertible Notes with a limited number of holders. The Company is required to settle the remaining principal amount of the 0.0% Convertible Notes in cash and has the option to settle the conversion spread in cash or shares. The Company uses the if-converted method to calculate the impact of convertible instruments on diluted EPS when the instruments may be settled in cash or shares. If the conversion value of the 0.0% Convertible Notes exceeds their conversion price, then the Company will calculate its diluted EPS as if all the notes were converted into common stock at the beginning of the period. However, if reflecting the 0.0% Convertible Notes in diluted EPS in this manner is anti-dilutive, or if the conversion value of the notes does not exceed their conversion price for a reporting period, then the shares underlying the notes will not be reflected in the Company's calculation of diluted EPS. For the years ended July 31, 2025, 2024 and 2023, the price of Vail Shares did not exceed the conversion price and therefore there was no impact to diluted EPS during those periods.

Dividends

During the years ended July 31, 2025, 2024, and 2023 the Company paid cash dividends of \$8.88 per share, \$8.56 per share, and \$7.94 per share, respectively (\$328.2 million, \$323.7 million, and \$314.4 million respectively). On September 26, 2025, the Company's Board approved a cash dividend of \$2.22 per share payable on October 27, 2025 to stockholders of record as of October 9, 2025.

6. Long-Term Debt

Long-term debt as of July 31, 2025 and 2024 is summarized as follows (in thousands):

	Maturity	July 31, 2025	July 31, 2024
Vail Holdings Credit Agreement revolver ^(a)	2029	\$ —	\$ —
Vail Holdings Credit Agreement term loan ^(a)	2029	910,547	959,766
6.50% Notes ^(b)	2032	600,000	600,000
5.625% Notes ^(c)	2030	500,000	—
0.0% Convertible Notes ^(d)	2026	525,000	575,000
Whistler Credit Agreement revolver ^(e)	2028	—	—
EPR Secured Notes ^(f)	2034-2036	114,162	114,162
Employee housing bonds ^(g)	2027-2039	52,575	52,575
Canyons obligation ^(h)	2063	374,864	369,143
NRP Loan ⁽ⁱ⁾	2036	37,109	37,088
Whistler Blackcomb employee housing leases ^(j)	2042	27,416	27,887
Other ^(k)	2025-2037	52,332	52,017
Total debt		3,194,005	2,787,638
Less: Unamortized premiums, discounts and debt issuance costs ^(l)		(269)	(3,168)
Less: Current maturities ^(m)		599,509	59,314
Long-term debt, net		\$ 2,594,765	\$ 2,731,492

(a) On April 24, 2024, Vail Holdings, Inc. (“VHI”), which is a wholly-owned subsidiary of the Company, Bank of America, N.A., as administrative agent, and certain lenders entered into the Ninth Amended and Restated Credit Agreement (the “Vail Holdings Credit Agreement”). The Vail Holdings Credit Agreement matures on April 24, 2029 and consists of a revolving credit facility, which was undrawn as of July 31, 2025, and a term loan facility, which had an outstanding balance of \$910.5 million as of July 31, 2025. The term loan facility is subject to quarterly amortization of principal of approximately \$12.3 million, in equal installments, for a total of 5% principal payable in each year and the final payment of all amounts outstanding, plus accrued and unpaid interest due is upon maturity in April 2029. VHI’s obligations under the Vail Holdings Credit Agreement are guaranteed by the Company and certain of its subsidiaries and are collateralized by a pledge of all the capital stock of VHI and substantially all of its subsidiaries (with certain additional exceptions for the pledge of the capital stock of foreign subsidiaries). In addition, pursuant to the terms of the Vail Holdings Credit Agreement, VHI has the ability to increase availability (under the revolver or in the form of term loans) to an aggregate principal amount not to exceed the greater of (i) \$2.75 billion and (ii) the product of 3.5 and the trailing twelve-month Adjusted EBITDA, as defined in the Vail Holdings Credit Agreement. The proceeds of the loans made under the Vail Holdings Credit Agreement may be used to fund the Company’s working capital needs, capital expenditures, acquisitions, investments and other general corporate purposes, including the issuance of letters of credit. Borrowings under the Vail Holdings Credit Agreement, including the term loan facility, bear interest annually at the Secured Overnight Financing Rate (“SOFR”) plus a spread of 1.60% as of July 31, 2025 (5.96% as of July 31, 2025). Interest rate margins may fluctuate based upon the ratio of the Company’s Net Funded Debt to Adjusted EBITDA on a trailing four-quarter basis. The Vail Holdings Credit Agreement provides for affirmative and negative covenants that restrict, among other things, the Company’s ability to incur indebtedness, dispose of assets, make distributions and make investments. The Vail Holdings Credit Agreement also includes a quarterly unused commitment fee, which is equal to a percentage determined by the Net Funded Debt to Adjusted EBITDA ratio, as each such term is defined in the Vail Holdings Credit Agreement, multiplied by the daily amount by which the Vail Holdings Credit Agreement commitment exceeds the total of outstanding loans and outstanding letters of credit (0.30% as of July 31, 2025). The Company was previously party to various interest rate swap agreements which hedged the cash flows associated with the SOFR-based variable interest rate component of \$400.0 million in principal amount of its Vail Holdings Credit Agreement at an effective rate of 1.38%. These interest rate swaps expired on September 23, 2024.

On January 27, 2025, VHI entered into the First Amendment to the Vail Holdings Credit Agreement (the “First Amendment”). The First Amendment, among other things, increased the revolving credit facility by \$100.0 million to an aggregate principal amount of \$600.0 million, and provided for an incremental term loan facility in aggregate principal amount of \$450.0 million in the form of delayed draw term loans. On July 2, 2025 the Company reduced the delayed draw term loan commitment by \$175.0 million pursuant to the Ninth Amended and Restated Credit Agreement. The remaining

\$275.0 million incremental term loan facility is available to be drawn upon at any time at the Company's option, and any undrawn capacity within the \$275.0 million facility will expire on January 27, 2026. While undrawn, any unused portion of the incremental term loan facility incurs a fee equal to 0.30% per annum. Any delayed draw term loan borrowings, upon funding, would be subject to the same interest and principal payment terms and the same maturity date as the outstanding borrowings under the term loan facility. No other material terms of the Vail Holdings Credit Agreement were amended. Proceeds from any borrowings on the incremental term loan facility and the increase in the revolving credit loan facility, both of which are undrawn as of July 31, 2025, are available to be used to refinance the Company's 0.0% Convertible Notes, as discussed further below.

(b) On May 8, 2024, the Company completed an offering of \$600.0 million aggregate principal amount of 6.50% senior notes due 2032 at par, and the net proceeds were used to fund the redemption of \$600.0 million of outstanding 6.25% Notes due 2025 at par. The 6.50% Notes are unsecured senior obligations of the Company and are guaranteed by certain of the Company's domestic subsidiaries.

The Company will pay interest on the 6.50% Notes on May 15 and November 15 of each year commencing on November 15, 2024, and the 6.50% Notes will mature on May 15, 2032. The 6.50% Notes are redeemable, in whole or in part, at any time on or after May 15, 2027 at the redemption prices specified in a 2024 Indenture dated as of May 8, 2024 (the "2024 Indenture") plus accrued and unpaid interest. Prior to May 15, 2027, the Company may redeem some or all of the 6.50% Notes at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, plus a "make-whole" premium as specified in the 2024 Indenture. In addition, prior to May 15, 2027, the Company may redeem up to 40% of the aggregate principal amount of the 6.50% Notes with an amount not to exceed the net cash proceeds from certain equity offerings at the redemption price of 106.50% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. The 6.50% Notes are senior unsecured obligations of the Company and rank equally in right of payment with existing and future senior indebtedness of the Company and the guarantors (as defined in the 2024 Indenture).

The 2024 Indenture requires that, upon the occurrence of a Change of Control Repurchase Event (as defined in the 2024 Indenture), the Company shall offer to purchase all of the outstanding Notes at a purchase price in cash equal to 101% of the outstanding principal amount of the 6.50% Notes, plus accrued and unpaid interest. If the Company or certain of its subsidiaries dispose of assets, under certain circumstances, the Company will be required to either invest the net cash proceeds from such assets sales in its business within a specified period of time, repay certain senior secured debt or debt of its non-guarantor subsidiaries, or make an offer to purchase a principal amount of the 6.50% Notes equal to the excess net cash proceeds at a purchase price of 100% of their principal amount, plus accrued and unpaid interest.

The 2024 Indenture contains covenants that, among other things, restrict the ability of the Company and the guarantors to incur liens on assets; merge or consolidate with another company or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the Company's assets or engage in Sale and Leaseback Transactions (as defined in the 2024 Indenture). The 2024 Indenture does not contain any financial maintenance covenants. Certain of the covenants will not apply to the 6.50% Notes so long as the 6.50% Notes have investment grade ratings from two specified rating agencies and no event of default has occurred and is continuing under the 2024 Indenture. The 2024 Indenture includes customary events of default, including failure to make payment, failure to comply with the obligations set forth in the 2024 Indenture, certain defaults on certain other indebtedness, certain events of bankruptcy, insolvency or reorganization, and invalidity of the guarantees of the 6.50% Notes issued pursuant to the 2024 Indenture.

(c) On July 2, 2025, the Company completed an offering of \$500.0 million aggregate principal amount of 5.625% senior notes due 2030 at par, in a private placement conducted pursuant to Rule 144A of the Securities Act of 1933, as amended. The 5.625% Notes were issued under an indenture dated July 2, 2025 (the "5.625% Indenture") between the Company and U.S. Bank Trust Company, National Association, as Trustee. The 5.625% Notes are senior unsecured obligation of the Company and are guaranteed by certain of the Company's domestic subsidiaries.

The Company will pay interest on the 5.625% Notes on January 15 and July 15 of each year commencing on January 15, 2026, and the 5.625% Notes will mature on July 15, 2030. The 5.625% Notes are redeemable, in whole or in part, at any time on or after July 15, 2027 at the redemption prices specified in the 2025 Indenture dated as of July 2, 2025 (the "2025 Indenture") plus accrued and unpaid interest. Prior to July 15, 2027, the Company may redeem some or all of the 5.625% Notes at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, plus a "make-whole" premium as specified in the 2025 Indenture. In addition, prior to July 15, 2027, the Company may redeem up to 40% of the aggregate principal amount of the 5.625% Notes with an amount not to exceed the net cash proceeds from certain equity offerings at the redemption price of 105.625% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. The 5.625% Notes are senior unsecured obligations of the

Company and rank equally in right of payment with existing and future senior indebtedness of the Company and the guarantors (as defined in the 2025 Indenture).

The 2025 Indenture requires that, upon the occurrence of a Change of Control Repurchase Event (as defined in the 2025 Indenture), the Company shall offer to purchase all of the outstanding Notes at a purchase price in cash equal to 101% of the outstanding principal amount of the 5.625% Notes, plus accrued and unpaid interest. If the Company or certain of its subsidiaries dispose of assets, under certain circumstances, the Company will be required to either invest the net cash proceeds from such assets sales in its business within a specified period of time, repay certain senior secured debt or debt of its non-guarantor subsidiaries, or make an offer to purchase a principal amount of the 5.625% Notes equal to the excess net cash proceeds at a purchase price of 100% of their principal amount, plus accrued and unpaid interest.

The 2025 Indenture contains covenants that, among other things, restrict the ability of the Company and the guarantors to incur liens on assets; merge or consolidate with another company or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the Company's assets or engage in Sale and Leaseback Transactions (as defined in the 2025 Indenture). The 2025 Indenture does not contain any financial maintenance covenants. Certain of the covenants will not apply to the 5.625% Notes so long as the 5.625% Notes have investment grade ratings from two specified rating agencies and no event of default has occurred and is continuing under the 2025 Indenture. The 2025 Indenture includes customary events of default, including failure to make payment, failure to comply with the obligations set forth in the 2025 Indenture, certain defaults on certain other indebtedness, certain events of bankruptcy, insolvency or reorganization, and invalidity of the guarantees of the 5.625% Notes issued pursuant to the 2025 Indenture.

(d) On December 18, 2020, the Company completed an offering of \$575.0 million in aggregate principal amount of 0.0% Convertible Notes due 2026 in a private placement conducted pursuant to Rule 144A of the Securities Act of 1933, as amended (the "0.0% Convertible Notes"). The 0.0% Convertible Notes were issued under an indenture dated December 18, 2020 (the "Convertible Indenture") between the Company and U.S. Bank National Association, as Trustee. The 0.0% Convertible Notes do not bear regular interest and the principal amount does not accrete. The 0.0% Convertible Notes mature on January 1, 2026, unless earlier repurchased, redeemed or converted.

On January 30, 2025, the Company completed separate, privately negotiated repurchases for an aggregate principal amount of \$50.0 million of its 0.0% Convertible Notes with a limited number of holders for an aggregate cash repurchase price of approximately \$48.0 million, representing a gain on extinguishment of debt of approximately \$2.0 million, which the Company recorded within gain (loss) on disposal of fixed assets and other, net on its Consolidated Statements of Operations during the year ended July 31, 2025. Following the repurchases, approximately \$525.0 million aggregate principal amount of the 0.0% Convertible Notes remain outstanding, which is reflected within long-term debt due within one year as of July 31, 2025 given the maturity date of January 1, 2026. Proceeds from any borrowings on the incremental term loan facility and the increase in the revolving credit facility with regard to the First Amendment of the Vail Holdings Credit Agreement, as discussed further above, are undrawn as of July 31, 2025, and are available to be used to refinance the Company's 0.0% Convertible Notes.

The 0.0% Convertible Notes are general senior unsecured obligations of the Company. The 0.0% Convertible Notes rank senior in right of payment to any future debt that is expressly subordinated, equal in right of payment with the Company's existing and future liabilities that are not so subordinated, and are subordinated to all of the Company's existing and future secured debt to the extent of the value of the assets securing such debt. The 0.0% Convertible Notes will also be structurally subordinated to all of the existing and future liabilities and obligations of the Company's subsidiaries, including such subsidiaries' guarantees of the 6.50% Notes.

The initial conversion rate was 2.4560 shares per \$1,000 principal amount of notes, which represents an initial conversion price of approximately \$407.17 per share, and is subject to adjustment upon the occurrence of certain specified events as described in the Convertible Indenture, including the payment of cash dividends. As of July 31, 2025, the conversion rate of the 0.0% Convertible Notes, adjusted for cash dividends paid since the issuance date, was 2.8527 shares per \$1,000 principal amount of notes (the "Conversion Rate"), which represents a conversion price of \$350.54 per share (the "Conversion Price"). The principal amount of the 0.0% Convertible Notes is required to be settled in cash. The Company will settle the in the money component of conversions by paying cash, delivering shares of its common stock, or a combination of the two, at its option.

Holders may convert their notes, at their option, only under the following circumstances:

- during any calendar quarter commencing after the calendar quarter ending on March 31, 2021 if the last reported sale price per share of our common stock exceeds 130% of the Conversion Price for each of at least 20 trading days (whether or not consecutive) during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter;

- during the five consecutive business days immediately after any 10 consecutive trading day period (such 10 consecutive trading day period, the “Measurement Period”) in which the trading price per \$1,000 principal amount of notes for each trading day of the Measurement Period was less than 98% of the product of the last reported sale price per share of our common stock on such trading day and the Conversion Rate on such trading day;
- upon the occurrence of certain corporate events or distributions on our common stock, as described in the Convertible Indenture;
- if the Company calls the 0.0% Convertible Notes for redemption; or
- at any time from, and including, July 1, 2025 until the close of business on the scheduled trading day immediately before the maturity date.

The 0.0% Convertible Notes will be redeemable, in whole or in part, at the Company’s option at any time, and from time to time, on or after January 1, 2024 and on or before the 25th scheduled trading day immediately before the maturity date, at a cash redemption price equal to the principal amount of the notes to be redeemed, plus accrued and unpaid special and additional interest, if any, to, but excluding, the redemption date, but only if the last reported sale price per share of the Company’s common stock exceeds 130% of the Conversion Price for a specified period of time. If the Company elects to redeem less than all of the 0.0% Convertible Notes, at least \$50.0 million aggregate principal amount of notes must be outstanding and not subject to redemption as of the relevant redemption notice date. Calling any 0.0% Convertible Notes for redemption will constitute a make-whole fundamental change with respect to such notes, in which case the Conversion Rate applicable to the conversion of such notes will be increased in certain circumstances if such notes are converted after they are called for redemption.

In addition, upon the occurrence of a fundamental change (as defined in the Convertible Indenture), holders of the 0.0% Convertible Notes may require the Company to repurchase all or a portion of their notes at a cash repurchase price equal to the principal amount of the notes to be repurchased, plus any accrued and unpaid special and additional interest, if any, to, but excluding, the applicable repurchase date. If certain fundamental changes referred to as make-whole fundamental changes (as defined in the Convertible Indenture) occur, the Conversion Rate for the 0.0% Convertible Notes may be increased for a specified period of time.

The Convertible Indenture includes customary events of default, including failure to make payment, failure to comply with the obligations set forth in the Convertible Indenture, certain defaults on certain other indebtedness, and certain events of bankruptcy, insolvency or reorganization. The Company may elect, at its option, that the sole remedy for an event of default relating to certain failures by the Company to comply with certain reporting covenants in the Convertible Indenture will consist exclusively of the right of the holders of the 0.0% Convertible Notes to receive additional interest on the notes for up to 360 days following such failure.

(e) Whistler Mountain Resort Limited Partnership (“Whistler LP”) and Blackcomb Skiing Enterprises Limited Partnership (“Blackcomb LP” and together with Whistler LP, the “WB Partnerships”) are party to a credit agreement which was originally dated as of November 12, 2013, by and among Whistler LP, Blackcomb LP, certain subsidiaries of Whistler LP and Blackcomb LP party thereto as guarantors, the financial institutions party thereto as lenders and The Toronto-Dominion Bank (“TD”), as administrative agent. On April 14, 2023, the WB Partnerships along with other parties to the original agreement entered into the Second Amended and Restated Credit Agreement (as amended, the “Whistler Credit Agreement”). The amended Whistler Credit Agreement (i) extended the maturity date of the revolving credit facility to April 14, 2028; (ii) contained customary LIBOR replacement language for the use of rates based on SOFR with regard to borrowings under the facility made in U.S. dollars; and (iii) contained customary forward-looking transition language for the Canadian Dollar Offered Rate (“CDOR”) with regard to borrowings under the facility made in Canadian dollars, including, but not limited to, the use of rates based on the Canadian Overnight Repo Rate Average (“CORRA”), which is a measure of the cost of overnight general collateral funding using Government of Canada treasury bills and bonds as collateral for repurchase transactions, and for which such transition occurred in June 2024. On June 27, 2024, TD issued a notice of benchmark replacement and the implementation of benchmark replacement confirming changes. This notice established the CDOR replacement as the Adjusted Term CORRA, which is the sum of (i) Term CORRA and (ii) 0.29547% for an available tenor of one-month’s duration, and 0.32138% for an available tenor of three months’ duration, provided that, if the Adjusted Term CORRA as so determined shall ever be less than a floor of 0.00%, then the Adjusted Term CORRA shall be deemed to be 0.00%. No other significant terms of the agreement were amended. As of July 31, 2025, consisting of a C\$300.0 million credit facility, under which there were no borrowings. On September 24, 2025, we amended the Whistler Credit Agreement primarily to extend the maturity date to September 24, 2030, and to reduce the total commitment from C\$300.0 million to C\$250.0 million. The Whistler Credit Agreement also includes a quarterly unused commitment fee based on the Consolidated Total Leverage Ratio, which as of July 31, 2025 is equal to 0.39% per annum. The Whistler Credit Agreement provides for affirmative and negative covenants that restrict, among other things, the WB Partnerships’ ability to incur indebtedness and liens, dispose of assets, make capital expenditures, make

distributions and make investments. In addition, the Whistler Credit Agreement includes the restrictive financial covenants (leverage ratios and interest coverage ratios) customary for facilities of this type.

(f) In September 2019, in conjunction with the acquisition of Peak Resorts, Inc. (“Peak Resorts”), the Company assumed various secured borrowings (the “EPR Secured Notes”) under the master credit and security agreements and other related agreements, as amended, (collectively, the “EPR Agreements”) with EPT Ski Properties, Inc. and its affiliates (“EPR”). The EPR Secured Notes include the following:

- i. *The Alpine Valley Secured Note.* The \$4.6 million Alpine Valley Secured Note provides for interest payments through its maturity on December 1, 2034. As of July 31, 2025, interest on this note accrued at a rate of 12.07%.
- ii. *The Boston Mills/Brandywine Secured Note.* The \$23.3 million Boston Mills/Brandywine Secured Note provides for interest payments through its maturity on December 1, 2034. As of July 31, 2025, interest on this note accrued at a rate of 11.58%.
- iii. *The Jack Frost/Big Boulder Secured Note.* The \$14.3 million Jack Frost/Big Boulder Secured Note provides for interest payments through its maturity on December 1, 2034. As of July 31, 2025, interest on this note accrued at a rate of 11.58%.
- iv. *The Mount Snow Secured Note.* The \$51.1 million Mount Snow Secured Note provides for interest payments through its maturity on December 1, 2034. As of July 31, 2025, interest on this note accrued at a rate of 12.69%.
- v. *The Hunter Mountain Secured Note.* The \$21.0 million Hunter Mountain Secured Note provides for interest payments through its maturity on January 5, 2036. As of July 31, 2025, interest on this note accrued at a rate of 9.35%.

The EPR Secured Notes are secured by all or substantially all of the assets of Peak Resorts and its subsidiaries, including mortgages on the Alpine Valley, Boston Mills, Brandywine, Jack Frost, Big Boulder, Mount Snow and Hunter Mountain ski resorts. The EPR Secured Notes bear interest at specified interest rates, as discussed above, which are subject to increase each year by the lesser of (i) three times the percentage increase in the Consumer Price Index (“CPI”) or (ii) a capped index (the “Capped CPI Index”), which is 1.75% for the Hunter Mountain Secured Note and 1.50% for all other notes. The EPR Agreements provide for affirmative and negative covenants that restrict, among other things, the ability of Peak Resorts and its subsidiaries to incur indebtedness, dispose of assets, make distributions and make investments. In addition, the EPR Agreements include restrictive covenants, including maximum leverage ratio and consolidated fixed charge ratio. An additional contingent interest payment would be due to EPR if, on a calendar year basis, the gross receipts from the properties securing any of the individual EPR Secured Notes (the “Gross Receipts”) are more than the result (the “Interest Quotient”) of dividing the total interest charges for the EPR Secured Notes by a specified percentage rate (the “Additional Interest Rate”). In such a case, the additional interest payment would equal the difference between the Gross Receipts and the Interest Quotient multiplied by the Additional Interest Rate. This calculation is made on an aggregated basis for the notes secured by the Jack Frost, Big Boulder, Boston Mills, Brandywine and Alpine Valley ski resorts, where the Additional Interest Rate is 10.0%; on a standalone basis for the note secured by the Company’s Mount Snow ski resort, where the Additional Interest Rate is 12.0%; and on a standalone basis for the note secured by the Company’s Hunter Mountain ski resort, where the Additional Interest Rate is 8.0%. Peak Resorts does not have the right to prepay the EPR Secured Notes. The EPR Secured Notes were recorded at their estimated fair value in conjunction with the acquisition of Peak Resorts on September 24, 2019. The EPR Agreements grant EPR certain other rights including the option to purchase the Boston Mills, Brandywine, Jack Frost, Big Boulder or Alpine Valley resorts, which is exercisable no sooner than two years and no later than one year prior to the maturity dates of the applicable EPR Secured Note for such properties, with any closings to be held on the applicable maturity dates; and, if EPR exercises the purchase option, EPR will enter into an agreement with the Company for the lease of each acquired property for an initial term of 20 years, plus options to extend the lease for two additional periods of ten years each.

(g) The Company has recorded the outstanding debt of four Employee Housing Entities (each an “Employee Housing Entity” and collectively the “Employee Housing Entities”): Breckenridge Terrace, Tarnes, BC Housing and Tenderfoot. The proceeds of the Employee Housing Bonds were used to develop apartment complexes designated primarily for use by the Company’s seasonal employees at its Colorado mountain resorts. The Employee Housing Bonds are variable rate, interest-only instruments with interest rates tied to SOFR plus 0% to 0.20% (4.36% to 4.56% as of July 31, 2025).

Interest on the Employee Housing Bonds is paid monthly in arrears and the interest rate is adjusted weekly. No principal payments are due on the Employee Housing Bonds until maturity. Each Employee Housing Entity's bonds were issued in two series. The bonds for each Employee Housing Entity are backed by letters of credit issued under the Vail Holdings Credit Agreement. The table below presents the principal amounts outstanding for the Employee Housing Bonds as of July 31, 2025 (in thousands):

	Maturity	Tranche A	Tranche B	Total
Breckenridge Terrace	2039	\$ 14,980	\$ 5,000	\$ 19,980
Tarnes	2039	8,000	2,410	10,410
BC Housing	2027	9,100	1,500	10,600
Tenderfoot	2035	5,700	5,885	11,585
Total		\$ 37,780	\$ 14,795	\$ 52,575

(h) On May 24, 2013, VR CPC Holdings, Inc. ("VR CPC"), a wholly-owned subsidiary of the Company, entered into a transaction agreement with affiliate companies of Talisker Corporation ("Talisker") pursuant to which the parties entered into a master lease agreement (the "Park City Lease") and certain ancillary transaction documents on May 29, 2013 related to the former stand-alone Canyons Resort ("Canyons"), pursuant to which the Company assumed the resort operations of the Canyons. The Park City Lease between VR CPC and Talisker has an initial term of 50 years with six 50-year renewal options. The Park City Lease provides for \$25 million in annual payments, which increase each year by an inflation-linked index of CPI less 1% per annum, with a floor of 2%. Vail Resorts has guaranteed the payments under the Park City Lease. The obligation at July 31, 2025 represents future lease payments for the remaining initial lease term of 50 years (including annual increases at the floor of 2%) discounted using an interest rate of 10%, and includes accumulated accreted interest expense of approximately \$69.5 million.

(i) On August 3, 2022 in conjunction with the acquisition of Andermatt-Sedrun (see Note 7, Acquisitions), the Company assumed the New Regional Policy loan between Andermatt-Sedrun and the Canton of Uri and Canton of Graubünden dated June 24, 2016 (the "NRP Loan"), with an initial principal balance of CHF 40.0 million. Amounts outstanding under the NRP Loan bear interest at 0.63% per annum until the maturity date, which is September 30, 2036, with semi-annual required payments of principal amortization and accrued interest. In addition, the NRP Loan agreement includes restrictive covenants requiring certain minimum financial results (as defined in the agreement).

(j) During the year ended July 31, 2023, the Company entered into new finance lease agreements for employee housing units at Whistler Blackcomb. The leases have a term of 20 years with no renewal options. The obligation at July 31, 2025 represents future lease payments for the remaining period of the initial 20 year term of the lease (including annual increases at the floor of 3%) discounted using an interest rate of 6.95%.

(k) During the year ended July 31, 2019, the Company completed two real estate sales transactions that were accounted for as financing arrangements as a result of the Company's continuing involvement with the underlying assets that were sold. The Company received approximately \$17.3 million of proceeds for these sales transactions through the year ended July 31, 2025, which are reflected within long-term debt, net.

(l) In connection with the various business combinations, the Company estimated the acquisition date fair values of certain debt instruments assumed, and recorded any difference between such estimated fair values and the par value of debt instruments as unamortized premiums and discounts, as appropriate, which are amortized and recorded to interest expense, net on the Company's Consolidated Statements of Operations over the respective term of the applicable debt instruments. Additionally, certain costs incurred with regard to the issuance of debt instruments are capitalized and included as a reduction in the net carrying value of long-term debt, net of accumulated amortization, with the exception of costs incurred related to line-of-credit arrangements, which are included in deferred charges and other assets, net of accumulated amortization. Amortization of such deferred financing costs are recorded to interest expense, net on the Company's Consolidated Statements of Operations over the respective term of the applicable debt instruments.

(m) Current maturities represent principal payments due in the next 12 months.

Aggregate maturities for debt outstanding, including finance lease obligations, as of July 31, 2025 reflected by fiscal year are as follows (in thousands):

		Total
2026	\$	600,039
2027		67,965
2028		56,948
2029		770,427
2030		507,282
Thereafter		1,191,344
Total debt	\$	3,194,005

The Company recorded interest expense of \$171.6 million, \$164.6 million and \$155.4 million for the years ended July 31, 2025, 2024 and 2023, respectively, of which \$6.2 million, \$6.3 million and \$6.7 million, respectively, was amortization of deferred financing costs. The Company was in compliance with all of its financial and operating covenants required to be maintained under its debt instruments for all periods presented.

In connection with the acquisition of Whistler Blackcomb, VHI funded a portion of the purchase price through an intercompany loan to Whistler Blackcomb, which was effective as of November 1, 2016 and requires foreign currency remeasurement to Canadian dollars, the functional currency for Whistler Blackcomb. As a result, foreign currency fluctuations associated with the loan are recorded within the Company's results of operations. The Company recognized approximately \$0.0 million, \$(4.1) million and \$(2.9) million of non-cash foreign currency gain (loss) on the intercompany loan to Whistler Blackcomb during the years ended July 31, 2025, 2024 and 2023, respectively, on its Consolidated Statements of Operations. During the year ended July 31, 2025, Whistler Blackcomb repaid \$25.7 million of the outstanding principal on the intercompany loan and as of July 31, 2025, the remaining balance of the intercompany loan was \$6.4 million.

7. Acquisitions

Crans-Montana Mountain Resort

On May 2, 2024, the Company acquired Crans-Montana in Switzerland from CPI Property Group ("CPIPG"). The Company acquired (i) an approximate 84% ownership stake in Romontées Mécaniques Crans Montana Aminona SA ("CMA"), which controls and operates all of the lifts and supporting mountain operations, including four retail and rental locations; (ii) 100% ownership of SportLife AG, which operates one of the ski schools located at the resort; and (iii) 100% ownership of 11 restaurants located on and around the mountain. The acquisition was funded with cash on hand. As of May 2, 2024 the total fair value of the consideration paid was \$107.2 million (CHF 97.5 million).

Portions of the Crans-Montana resort operations are conducted on land owned by third parties via numerous registered easements, building rights (which may be subject to federal concessions), or other agreements. The municipality of Crans-Montana, the municipality of Lens and CPIPG collectively retained in total an approximate 16% ownership stake in CMA. The Company entered into a shareholders' agreement with the municipalities of Crans-Montana and Lens (the "Crans Agreement") for an initial fixed term until December 31, 2035. Thereafter, the Crans Agreement shall continue to be in effect for successive renewal periods of ten years unless terminated by either the Company or the municipalities acting jointly. The Crans Agreement provides for various terms and conditions in relation to the election and governance of the board of directors, company policies, dividends, financial aspects and related matters. The noncontrolling shares may be traded without restriction.

The following summarizes the purchase consideration and the preliminary purchase price allocation to estimated fair values of the identifiable assets acquired and liabilities assumed at the date the transaction was effective (in thousands):

	Acquisition Date Estimated Fair Value
Total cash consideration paid by Vail Resorts, Inc.	\$ 107,155
Estimated fair value of noncontrolling interests	14,084
Total estimated purchase consideration	\$ 121,239
Allocation of total estimated purchase consideration:	
Current assets	\$ 20,768
Property, plant and equipment	115,609
Goodwill	2,821
Identifiable intangible assets and other assets	8,262
Liabilities	(26,221)
Net assets acquired	\$ 121,239

Identifiable intangible assets acquired in the transaction were primarily related to a trade name. The process of estimating the fair value of the property, plant, and equipment includes the use of certain estimates and assumptions related to replacement cost and physical condition at the time of acquisition. The excess of the purchase price over the aggregate estimated fair values of the assets acquired and liabilities assumed was recorded as goodwill. The goodwill recognized is attributable primarily to expected synergies, the assembled workforce of the resort and other factors, and is not expected to be deductible for income tax purposes under Swiss tax law. The operating results of Crans-Montana are reported within the Mountain segment prospectively from the date of acquisition.

Andermatt-Sedrun

On August 3, 2022, through a wholly-owned subsidiary, the Company acquired a 55% controlling interest in Andermatt-Sedrun from Andermatt Swiss Alps AG (“ASA”). The consideration paid consisted of an investment of \$114.4 million (CHF 110.0 million) into Andermatt-Sedrun for use in capital investments to enhance the guest experience on mountain (which was prepaid to fund the acquisition and was recorded in other current assets on the Company’s Consolidated Balance Sheet as of July 31, 2022) and \$41.3 million (CHF 39.3 million) paid to ASA (which was paid on August 3, 2022, commensurate with closing). As of August 3, 2022 the total fair value of the consideration paid was \$155.4 million (CHF 149.3 million).

Andermatt-Sedrun operates mountain and ski-related assets, including lifts, most of the restaurants and a ski school operation at the ski area. Ski operations are conducted on land owned by ASA as freehold or leasehold properties, land owned by Usern Corporation, land owned by the municipality of Tujetsch and land owned by private property owners. ASA retained a 40% ownership stake, with a group of existing shareholders comprising the remaining 5% ownership stake. ASA and the other noncontrolling economic interests contain certain protective rights pursuant to a shareholder agreement (the “Andermatt Agreement”) and no ability to participate in the day-to-day operations of Andermatt-Sedrun. The Andermatt Agreement provides that no dividend distributions be made by Andermatt-Sedrun until the end of the fiscal year ending July 31, 2026, after which time there shall be annual distributions of 50% of the available cash (as defined in the Andermatt Agreement) for the most recently completed fiscal year. In addition, the distribution rights are non-transferable and transfer of the noncontrolling interests are limited.

The following summarizes the purchase consideration and the purchase price allocation to estimated fair values of the identifiable assets acquired and liabilities assumed at the date the transaction was effective (in thousands):

	Acquisition Date	Estimated Fair Value
Total cash consideration paid by Vail Resorts, Inc.	\$	155,365
Estimated fair value of noncontrolling interests		91,524
Total estimated purchase consideration	\$	246,889
Allocation of total estimated purchase consideration:		
Current assets	\$	119,867
Property, plant and equipment		176,805
Goodwill		3,368
Identifiable intangible assets and other assets		7,476
Assumed long-term debt		(44,130)
Other liabilities		(16,497)
Net assets acquired	\$	246,889

Identifiable intangible assets acquired in the transaction were primarily related to a trade name. The process of estimating the fair value of the property, plant, and equipment includes the use of certain estimates and assumptions related to replacement cost and physical condition at the time of acquisition. The excess of the purchase price over the aggregate estimated fair values of the assets acquired and liabilities assumed was recorded as goodwill. The goodwill recognized is attributable primarily to expected synergies, the assembled workforce of the resort and other factors, and is not expected to be deductible for income tax purposes under Swiss tax law. The operating results of Andermatt-Sedrun are reported within the Mountain segment prospectively from the date of acquisition.

8. Supplementary Balance Sheet Information

The composition of other current assets follows (in thousands):

	July 31,	
	2025	2024
Prepaid expenses	\$ 58,089	\$ 51,519
Other	35,734	18,639
Other current assets	\$ 93,823	\$ 70,158

The composition of property, plant and equipment, including finance lease assets, follows (in thousands):

	July 31,	
	2025	2024
Land and land improvements	\$ 804,667	\$ 804,410
Buildings and building improvements	1,712,138	1,684,208
Machinery and equipment	2,117,865	1,987,458
Furniture and fixtures	349,921	318,974
Software	189,982	164,919
Vehicles	96,504	92,420
Construction in progress	114,357	106,016
Gross property, plant and equipment	5,385,434	5,158,405
Accumulated depreciation	(3,010,780)	(2,739,875)
Property, plant and equipment, net	\$ 2,374,654	\$ 2,418,530

Depreciation expense, which included depreciation of assets recorded under finance leases, for the years ended July 31, 2025, 2024 and 2023 totaled \$292.2 million, \$274.4 million and \$264.1 million, respectively.

The following table summarizes the composition of property, plant and equipment recorded under finance leases as of July 31, 2025 and 2024 (in thousands):

	July 31,	
	2025	2024
Land	\$ 31,818	\$ 31,818
Land improvements	49,228	49,228
Buildings and building improvements	70,209	70,310
Machinery and equipment	85,200	85,416
Gross property, plant and equipment	236,455	236,772
Accumulated depreciation	(116,722)	(107,740)
Property, plant and equipment, net	\$ 119,733	\$ 129,032

The composition of goodwill and intangible assets follows (in thousands):

	July 31,	
	2025	2024
<i>Goodwill</i>		
Goodwill	\$ 1,718,257	\$ 1,721,017
Accumulated impairments	(25,688)	(25,688)
Accumulated amortization	(17,354)	(17,354)
Goodwill, net	\$ 1,675,215	\$ 1,677,975
<i>Indefinite-lived intangible assets</i>		
Trademarks	\$ 236,002	\$ 235,858
Other	41,072	41,081
Total gross indefinite-lived intangible assets	277,074	276,939
Accumulated amortization	(24,713)	(24,751)
Indefinite-lived intangible assets, net	\$ 252,361	\$ 252,188
<i>Amortizable intangible assets</i>		
Trademarks	\$ 38,008	\$ 38,008
Other	71,120	71,198
Total gross amortizable intangible assets	109,128	109,206
Accumulated amortization	(62,992)	(58,859)
Amortizable intangible assets, net	46,136	50,347
Total gross intangible assets	386,202	386,145
Total accumulated amortization	(87,705)	(83,610)
Total intangible assets, net	\$ 298,497	\$ 302,535

Amortization expense for intangible assets subject to amortization for the years ended July 31, 2025, 2024 and 2023 totaled \$4.2 million, \$4.7 million and \$5.1 million, respectively, and is estimated to be approximately \$2.0 million annually, on average, for the next five fiscal years.

The changes in the net carrying amount of goodwill allocated between the Company's segments for the years ended July 31, 2025 and 2024 are as follows (in thousands):

	Mountain	Lodging	Goodwill, net
Balance at July 31, 2023	\$ 1,675,338	\$ 45,006	\$ 1,720,344
Acquisition (including measurement period adjustments)	2,796	—	2,796
Effects of changes in foreign currency exchange rates	(45,165)	—	(45,165)
Balance at July 31, 2024	1,632,969	45,006	1,677,975
Acquisition	25	—	25
Effects of changes in foreign currency exchange rates	(2,785)	—	(2,785)
Balance at July 31, 2025	\$ 1,630,209	\$ 45,006	\$ 1,675,215

The composition of accounts payable and accrued liabilities follows (in thousands):

	July 31,	
	2025	2024
Trade payables	\$ 139,976	\$ 141,246
Deferred revenue	602,117	575,766
Accrued salaries, wages and deferred compensation	59,779	43,269
Accrued benefits	64,869	60,940
Deposits	42,284	44,500
Operating lease liabilities	34,883	32,611
Other accruals	112,757	102,467
Total accounts payable and accrued liabilities	\$ 1,056,665	\$ 1,000,798

9. Fair Value Measurements

The Company utilizes FASB-issued fair value guidance that establishes how reporting entities should measure fair value for measurement and disclosure purposes. The guidance establishes a common definition of fair value applicable to all assets and liabilities measured at fair value and prioritizes the inputs into valuation techniques used to measure fair value. Accordingly, the Company uses valuation techniques which maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value. The three levels of the hierarchy are as follows:

Level 1: Inputs that reflect unadjusted quoted prices in active markets that are accessible to the Company for identical assets or liabilities;

Level 2: Inputs include quoted prices for similar assets and liabilities in active and inactive markets or that are observable for the asset or liability either directly or indirectly; and

Level 3: Unobservable inputs which are supported by little or no market activity.

The table below summarizes the Company's cash equivalents, other current assets, Interest Rate Swaps and Contingent Consideration (defined below) measured at estimated fair value (all other assets and liabilities measured at fair value are immaterial) (in thousands).

Description	Estimated Fair Value Measurement as of July 31, 2025			
	Total	Level 1	Level 2	Level 3
Assets:				
Money Market	\$ 80,576	\$ 80,576	\$ —	\$ —
Commercial Paper	\$ 2,401	\$ —	\$ 2,401	\$ —
Certificates of Deposit	\$ 65,962	\$ —	\$ 65,962	\$ —
Liabilities:				
Contingent Consideration	\$ 93,300	\$ —	\$ —	\$ 93,300

Description	Estimated Fair Value Measurement as of July 31, 2024			
	Total	Level 1	Level 2	Level 3
Assets:				
Money Market	\$ 896	\$ 896	\$ —	\$ —
Commercial Paper	\$ 2,401	\$ —	\$ 2,401	\$ —
Certificates of Deposit	\$ 101,989	\$ —	\$ 101,989	\$ —
Interest Rate Swaps	\$ 2,343	\$ —	\$ 2,343	\$ —
Liabilities:				
Contingent Consideration	\$ 104,200	\$ —	\$ —	\$ 104,200

The Company's cash equivalents, restricted cash, other current assets and interest rate swaps are measured utilizing quoted market prices or pricing models whereby all significant inputs are either observable or corroborated by observable market data. The interest rate swaps expired on September 23, 2024 and therefore had no estimated fair value as of July 31, 2025. The estimated fair value of the interest rate swaps was included within other current assets on the Company's Consolidated Balance Sheet as of July 31, 2024.

The changes in Contingent Consideration during the years ended July 31, 2025 and 2024 were as follows (in thousands):

	Contingent Consideration
Balance as of July 31, 2023	\$ 73,300
Payment	(17,057)
Change in estimated fair value	47,957
Balance as of July 31, 2024	104,200
Payment	(20,279)
Change in estimated fair value	9,379
Balance as of July 31, 2025	\$ 93,300

The lease for Park City provides for participating contingent payments (the "Contingent Consideration") to the landlord of 42% of the amount by which EBITDA for the Park City resort operations, as calculated under the lease, exceeds inflation linked threshold and an adjustment equal to 10% of any capital improvements or investments made under the lease by the Company. Contingent Consideration is classified as a liability, which is remeasured to fair value at each reporting date until the contingency is resolved.

The Company estimated the fair value of the Contingent Consideration payments using an option pricing valuation model. The estimated fair value of Contingent Consideration includes future period resort operations of Park City in the calculation of EBITDA on which participating contingent payments are made, which is determined on the basis of estimated subsequent year performance, escalated by an assumed annual growth factor and discounted to net present value. Other significant assumptions included a discount rate of 11.2%, and volatility of 14.5%, which together with future period Park City EBITDA, are all unobservable inputs and thus are considered Level 3 inputs.

During the year ended July 31, 2024, the Company observed a continued trend of improved performance at the resort relative to expectations, which were based on an average of historical results that the Company calculated in the prior year. Accordingly, the Company performed a reassessment of its long-term EBITDA assumptions used to estimate the fair value of the liability by updating the average of historical results used to estimate future year EBITDA performance. As a result, the Company recorded an increase in the liability of approximately \$48.0 million which was primarily related to an increase in expected long-term EBITDA performance for Park City as well as the expected payment to be made in October 2024 for the resort's performance for the year ending July 31, 2024. Future period EBITDA performance for Park City may differ significantly from these estimates, which could have a material impact on the estimated fair value of the Contingent Consideration liability.

The Company prepared a sensitivity analysis to evaluate the effect that changes on certain key assumptions would have on the estimated fair value of the Contingent Consideration. A change in the discount rate of 100 basis points or a 5% change in estimated subsequent year performance of the resort would result in a change in the estimated fair value within the range of approximately \$13.6 million to \$18.5 million.

During the year ended July 31, 2025, the Company made a payment to the landlord for Contingent Consideration of approximately \$20.3 million and recorded an increase in the liability of approximately \$9.4 million, primarily related to the estimated Contingent Consideration payment for the fiscal year ending July 31, 2025, which is partially offset by the impact of an increase in expected capital expenditures at Park City during the years ending July 31, 2025 and 2026. These changes resulted in an estimated fair value of the Contingent Consideration of approximately \$93.3 million, which is reflected in accounts payable and other long-term liabilities in the Company's Consolidated Condensed Balance Sheet as of July 31, 2025.

10. Income Taxes

The Company is subject to taxation in U.S. federal, state and local jurisdictions and various non-U.S. jurisdictions, including Australia, Canada, the Netherlands and Switzerland. The Company's effective tax rate is impacted by the tax laws, regulations, practices and interpretations in the jurisdictions in which it operates and may fluctuate significantly from period to period depending on, among other things, the geographic mix of the Company's profits and losses, changes in tax laws and regulations or their application and interpretation, the outcome of tax audits and changes in valuation allowances associated with the Company's deferred tax assets.

U.S. and foreign components of income before provision for income taxes are as follows (in thousands):

	Year Ended July 31,		
	2025	2024	2023
U.S.	\$ 282,244	\$ 220,067	\$ 214,870
Foreign	120,153	119,688	155,546
Income before income taxes	\$ 402,397	\$ 339,755	\$ 370,416

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and income tax purposes. Significant components of the Company's deferred tax liabilities and assets are as follows (in thousands):

	July 31,	
	2025	2024
Deferred income tax liabilities:		
Fixed assets	\$ 155,279	\$ 200,197
Intangible assets	174,587	160,002
Operating lease right of use assets	57,454	61,730
Other	23,033	18,773
Total	410,353	440,702
Deferred income tax assets:		
Canyons obligation	18,672	18,813
Stock-based compensation	9,438	9,110
Investment in Partnerships	3,797	5,097
Deferred compensation and other accrued benefits	8,143	11,339
Contingent Consideration	18,190	25,251
Net operating loss carryforwards and other tax credits	24,943	20,082
Operating lease liabilities	59,304	64,550
Other, net	29,844	28,917
Total	172,331	183,159
Valuation allowance for deferred income taxes	(13,225)	(15,553)
Deferred income tax assets, net of valuation allowance	159,106	167,606
Net deferred income tax liability	\$ 251,247	\$ 273,096

The components of deferred income taxes recognized in the accompanying Consolidated Balance Sheets are as follows (in thousands):

	July 31,	
	2025	2024
Deferred income tax asset	\$ 794	\$ 3,693
Deferred income tax liability	252,041	276,789
Net deferred income tax liability	\$ 251,247	\$ 273,096

Significant components of the provision for income taxes are as follows (in thousands):

	Year Ended July 31,		
	2025	2024	2023
Current:			
Federal	\$ 69,449	\$ 44,218	\$ 17,332
State	23,374	10,444	6,731
Foreign	32,550	31,412	40,117
Total current	125,373	86,074	64,180
Deferred:			
Federal	(16,351)	6,185	23,303
State	(2,364)	(574)	1,273
Foreign	(2,237)	1,091	(1,120)
Total deferred	(20,952)	6,702	23,456
Provision for income taxes	\$ 104,421	\$ 92,776	\$ 87,636

A reconciliation of the income tax provision for continuing operations and the amount computed by applying the United States federal statutory income tax rate to income before income taxes is as follows:

	Year Ended July 31,		
	2025	2024	2023
At U.S. federal income tax rate	21.0 %	21.0 %	21.0 %
State income tax, net of federal benefit	4.1 %	2.9 %	2.2 %
Change in uncertain tax positions	(0.1)%	0.1 %	(1.5)%
Stock-based compensation	0.3 %	0.4 %	0.7 %
Noncontrolling interests	(0.9)%	(1.0)%	(1.0)%
Foreign taxes	2.5 %	3.6 %	3.2 %
Taxes related to prior year filings	(0.7)%	0.3 %	(0.1)%
Other	(0.3)%	— %	(0.8)%
Effective tax rate	25.9 %	27.3 %	23.7 %

A reconciliation of the beginning and ending amount of unrecognized tax benefits associated with uncertain tax positions, excluding associated deferred tax benefits and accrued interest and penalties, if applicable, is as follows (in thousands):

	Year Ended July 31,		
	2025	2024	2023
Balance, beginning of year	\$ 50,988	\$ 51,680	\$ 62,909
Additions for tax positions of prior years	10,703	10,866	11,025
Lapse of statute of limitations	(11,415)	(11,558)	(22,254)
Balance, end of year	\$ 50,276	\$ 50,988	\$ 51,680

As of July 31, 2025, the Company's unrecognized tax benefits associated with uncertain tax positions relate to the treatment of the Talisker lease payments as payments of debt obligations and that the tax basis in Canyons goodwill is deductible, and are included within other long-term liabilities in the accompanying Consolidated Balance Sheets.

As of July 31, 2025, the Company had recorded \$50.3 million of uncertain tax positions as well as \$6.5 million of accrued interest and penalties. During the year ended July 31, 2025, the Company experienced a reduction in the uncertain tax positions due to the lapse of the statute of limitations of \$11.4 million, which was partially offset with an increase to the uncertain tax position of \$10.7 million. The Company also had additional net interest expense of \$0.4 million from a net increase in accrued interest and penalties during the year ended July 31, 2025. The Company is not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change materially in the next twelve months. Additionally, the Company expects a reduction to its uncertain tax positions for the fiscal year ending July 31, 2026, due to the lapse of the statute of limitations.

The Company's major tax jurisdictions in which it files income tax returns are the U.S. federal jurisdiction, various state jurisdictions, Australia, Canada and Switzerland. The Company's U.S. federal and state income tax returns are generally subject to tax examinations for the tax years 2020 through the current period. The Company's Australian and Canadian income tax returns are generally subject to examination for the tax years 2019 through the current period, and Swiss income tax returns are generally subject to examination for the tax years 2019 through the current period. Additionally, to the extent the Company has NOLs that have been carried back or are available for carryforward, the tax years to which the NOL was carried back or in which the NOL was generated may still be adjusted by the taxing authorities to the extent the NOLs are utilized.

The Company has NOL carryforwards totaling \$124.4 million, primarily comprised of \$18.8 million of federal and state NOLs that will expire beginning July 31, 2034 and non-U.S. NOLs of \$105.6 million (for which a portion will begin expiring July 31, 2025). In connection with Peak Resorts' initial public offering in November 2014, as well as the Company's acquisition of Peak Resorts in September 2019, Peak Resorts had two ownership changes pursuant to the provisions of the Tax Reform Act of 1986. As a result, the Company's usage of its eligible Federal NOL carryforwards will be limited each year by these ownership changes; however, management believes the full benefit of those carryforwards will be realized prior to their respective expiration dates. As of July 31, 2025, the Company has recorded a valuation allowance of \$9.2 million on non-U.S. NOL carryforwards, as the Company has determined that it is more likely than not that the associated NOL carryforwards will not be realized. The Company has also recorded a valuation allowance of \$4.0 million on foreign tax credit carryforwards, as the Company has determined that it is more likely than not that these foreign tax credit carryforwards will not be realized.

The Company may be required to record additional valuation allowances if, among other things, adverse economic conditions negatively impact the Company's ability to realize its deferred tax assets. Evaluating and estimating the Company's tax provision, current and deferred tax assets and liabilities and other tax accruals requires significant management judgment. The Company intends to indefinitely reinvest undistributed earnings, if any, in its foreign subsidiaries. It is not practical at this time to determine the income tax liability related to any remaining undistributed earnings.

On July 4, 2025, the U.S. government enacted, H.R. 1, the One Big Beautiful Bill Act ("OBBBA"). The OBBBA maintains the 21% corporate tax rate and makes permanent many of the provisions from the Tax Cuts and Jobs Act of 2017 which had expired or were expiring. These provisions include more favorable interest deductibility and the permanent extension of 100% bonus depreciation on capital expenditures. The impacts of OBBBA are not anticipated to be material based on current operations, however the Company will continue to evaluate any future impacts to the Consolidated Financial Statements.

11. Commitments and Contingencies

Guarantees/Indemnifications

As of July 31, 2025, the Company had various letters of credit outstanding totaling \$95.8 million, consisting of \$53.4 million to support the Employee Housing Bonds; \$6.4 million to support bonds issued by Holland Creek Metropolitan District; and \$36.0 million primarily for workers' compensation, a wind energy purchase agreement and insurance-related deductibles, as well as other standby letters of credit. The Company also had surety bonds of \$11.2 million as of July 31, 2025, primarily to provide collateral for its U.S. workers compensation self-insurance programs.

In addition to the guarantees noted above, the Company has entered into contracts in the normal course of business that include certain indemnifications under which it could be required to make payments to third parties upon the occurrence or non-occurrence of certain future events. These indemnities include indemnities related to licensees in connection with third-parties' use of the Company's trademarks and logos, liabilities associated with the infringement of other parties' technology and software products, liabilities associated with the use of easements, liabilities associated with employment of contract workers and the Company's use of trustees, and liabilities associated with the Company's use of public lands and environmental matters. The duration of these indemnities generally is indefinite and generally do not limit the future payments the Company could be obligated to make.

As permitted under applicable law, the Company and certain of its subsidiaries have agreed to indemnify their directors and officers over their lifetimes for certain events or occurrences while the officer or director is, or was, serving the Company or its subsidiaries in such a capacity. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the Company has a director and officer insurance policy that should enable the Company to recover a portion of any amounts paid.

Unless otherwise noted, the Company has not recorded any significant liabilities for the letters of credit, indemnities and other guarantees noted above in the accompanying Consolidated Financial Statements, either because the Company has recorded on its Consolidated Balance Sheets the underlying liability associated with the guarantee, the guarantee is with respect to the Company's own performance and is therefore not subject to the measurement requirements as prescribed by GAAP, or because the Company has calculated the estimated fair value of the indemnification or guarantee to be immaterial based on the current facts and circumstances that would trigger a payment under the indemnification clause. In addition, with respect to certain indemnifications it is not possible to determine the maximum potential amount of liability under these potential obligations due to the unique set of facts and circumstances likely to be involved in each particular claim and indemnification provision. Historically, payments made by the Company under these obligations have not been material.

As noted above, the Company makes certain indemnifications to licensees for their use of the Company's trademarks and logos. The Company does not record any liabilities with respect to these indemnifications.

Commitments

The operations of Northstar are conducted on land and with operating assets owned by affiliates of EPR Properties, a real-estate investment trust, primarily under operating leases which were assumed in the acquisition of Northstar by the Company. In addition, the leases provide for the payment of percentage rent of certain gross revenues generated at the property over a revenue threshold which is incrementally adjusted annually. The initial term of the leases expires in fiscal 2027 and allows for three 10-year extensions at the Company's option. The operations of Perisher are conducted on land under a license and lease granted by the Office of Environment and Heritage, an agency of the New South Wales government, which initially commenced in 2008, and which the Company assumed in its acquisition of Perisher. The lease and license has a term that expires in fiscal 2048 and allows for an option to renew for an additional 20 years. The lease and license provide for the

payment of an initial minimum annual base rent, with annual CPI increases, and percentage rent of certain gross revenue generated at the property. The operations of Falls Creek and Hotham are conducted on land under leases granted by the Governor of the State of Victoria, Australia and its dependencies, which initially commenced in 1991 and 1992, respectively, which the Company assumed in its acquisition of Falls Creek and Hotham in April 2019. The leases have terms that expire in fiscal 2041 for Falls Creek and fiscal 2058 for Hotham, and provide for the payment of rent with both a fixed and variable component. The operations of Mad River Mountain are conducted on land under a lease granted by EPT Mad River, Inc., which initially commenced in 2005, which the Company assumed in its acquisition of Peak Resorts in September 2019. The lease has a term that expires in the year ending July 31, 2035, and provides for the payment of an initial minimum annual base rent, with annual CPI increases, and percentage rent of certain gross revenue generated at the property. The operations of Laurel Mountain are conducted on land under a concessioner lease agreement with the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources ("Department"), which initially commenced in 2018, which the Company assumed in its acquisition of the Seven Springs Resorts in December 2021. The agreement has a term that expires in the year ending July 31, 2052, and provides for the payment of an initial minimum annual base rent, with bi-annual CPI increases, and additional rent based on skier visits. The operations of Andermatt-Sedrun are conducted on (i) land owned by ASA as freehold or leasehold properties, including land owned by Usern Corporation, for which operations are conducted under a main framework concession agreement that expires in the year ending July 31, 2033 and provides for annual concession and administrative fee payments, and land owned by the Swiss Confederation, for which operations are conducted under leasehold agreements which expire in the years ending July 31, 2067 and 2068; (ii) land owned by the municipality of Tujetsch, for which operations are conducted under various building rights and rights of way which expire in the year ending July 31, 2033 and provide for annual concession fee payments; and (iii) land owned by private property owners. Portions of our operations at Crans-Montana are located on land owned by regional Bourgeoisies, the municipality of Crans-Montana and private property owners, whereby the owners have granted building rights and/or easements for the operations. Such leasehold property rights expire between 2027 and 2094, and we will then be able to negotiate for an extension. These leasehold properties primarily relate to forest and agricultural zones for which usage is needed for the operation of the ski lifts (e.g. passing through of ski lifts or in connection with the arrival or departure stations of the ski lifts) and are spread over the entire ski resort. The transportation and ski infrastructure operations of Andermatt-Sedrun and Crans-Montana also operate under various concessions from the Federal Office of Transport, which have terms expiring in the years ending July 31, 2032 through 2047. Additionally, the Company has entered into strategic long-term season pass alliance agreements with third-party mountain resorts in which the Company has committed to pay minimum revenue guarantees over the remaining terms of these agreements.

The Company has executed or assumed as lessee other operating leases for the rental of office and commercial space, employee residential units and land primarily through fiscal 2095. Certain of these leases have renewal terms at the Company's option, escalation clauses, rent holidays and leasehold improvement incentives. Rent holidays and rent escalation clauses are recognized on a straight-line basis over the lease term. Leasehold improvement incentives are recorded as leasehold improvements and amortized over the shorter of their economic lives or the term of the lease. For the years ended July 31, 2025, 2024 and 2023, the Company recorded lease expense (including for the lease obligations discussed above), excluding executory costs, related to these agreements of \$74.9 million, \$71.7 million and \$71.3 million, respectively, which is included on the accompanying Consolidated Statements of Operations. See Note 4, Leases, for additional information regarding the Company's leasing arrangements.

Self-Insurance

The Company is self-insured for claims under its U.S. health benefit plans and for the majority of workers' compensation claims in the U.S. Workers compensation claims in the U.S. are subject to stop loss policies. The self-insurance liability related to workers' compensation is determined actuarially based on claims filed. The self-insurance liability related to claims under the Company's U.S. health benefit plans is determined based on analysis of actual claims. The amounts related to these claims are included as a component of accrued benefits in accounts payable and accrued liabilities (see Note 8, Supplementary Balance Sheet Information).

Legal

The Company is a party to various lawsuits arising in the ordinary course of business. The Company will assess the probability of an unfavorable outcome of any material litigation, claims or assessments to determine whether a liability had been incurred and whether it is probable that one or more future events will occur confirming the fact of the loss. In the event that an unfavorable outcome is determined to be probable and the amount of the loss can be reasonably estimated, the Company will establish an accrual for the litigation, claim or assessment. In addition, in the event an unfavorable outcome is determined to be less than probable, but reasonably possible, the Company will disclose an estimate of the possible loss or range of such loss; however, when a reasonable estimate cannot be made, the Company will provide disclosure to that effect. Litigation is inherently uncertain and may result in adverse rulings or decisions. Additionally, the Company may enter into settlements or be subject to judgments that may, individually or in the aggregate, have a material adverse effect on its results of operations. Accordingly, actual results could differ materially. Management believes the Company has adequate insurance coverage and/or has accrued for all loss contingencies for asserted and unasserted matters deemed to be probable and reasonably estimable losses. As of July 31, 2025 and 2024, the accruals for such loss contingencies were not material individually or in the aggregate.

12. Segment and Geographic Area Information

Segment Information

The Company has three reportable segments: Mountain, Lodging and Real Estate. The Company refers to “Resort” as the combination of the Mountain and Lodging segments. The Mountain segment includes the operations of the Company’s mountain resorts/ski areas and related ancillary activities. The Lodging segment includes the operations of the Company’s owned hotels, RockResorts, NPS concessioner properties, condominium management, Colorado resort ground transportation operations and mountain resort golf operations. The Real Estate segment owns, develops and sells real estate in and around the Company’s resort communities. The Company’s reportable segments, although integral to the success of the others, offer distinctly different products and services and require different types of management focus. As such, these segments are managed separately.

The Company reports its segment results using Reported EBITDA (defined as segment net revenue less segment operating expenses, plus segment equity investment income or loss, and for the Real Estate segment, plus gain or loss on sale of real property). The Company reports segment results in a manner consistent with management’s internal reporting of operating results to the chief operating decision maker (the “CODM”), who monitors Reported EBITDA compared to budget and prior comparable periods at the segment level to assess segment performance and make decisions regarding the investment of capital allocation of resources. The Company’s CODM is the Chief Executive Officer. We believe Reported EBITDA serves as a measure that assists our CODM and our investors in comparing our segments’ performance on a consistent basis.

Mountain Reported EBITDA consists of Mountain net revenue less Mountain operating expense plus Mountain equity investment income or loss. Lodging Reported EBITDA consists of Lodging net revenue less Lodging operating expense. Real Estate Reported EBITDA consists of Real Estate net revenue less Real Estate operating expense plus gain or loss on sale of real property. All segment expenses include an allocation of corporate administrative expense. Assets are not used to evaluate performance, except as shown in the table below. The accounting policies specific to each segment are the same as those described in Note 2, Summary of Significant Accounting Policies.

The following table presents key financial information by reportable segment (in thousands):

	Year ended July 31,		
	2025	2024	2023
Net revenue:			
Mountain	\$ 2,629,873	\$ 2,544,370	\$ 2,540,906
Lodging	334,039	336,117	340,393
Total Resort net revenue	2,963,912	2,880,487	2,881,299
Real Estate	435	4,704	8,065
Total net revenue	\$ 2,964,347	\$ 2,885,191	\$ 2,889,364
Segment operating expense:			
Mountain			
Labor and labor-related benefits	\$ 760,955	\$ 731,153	\$ 744,613
Retail cost of sales	97,289	107,093	118,717
Resort related fees	111,830	110,113	104,797
General and administrative	373,404	350,788	325,903
Other ⁽¹⁾	468,973	444,204	424,911
Total Mountain operating expense	1,812,451	1,743,351	1,718,941
Lodging			
Labor and labor-related benefits	138,041	139,840	148,915
General and administrative	60,310	59,239	63,562
Reimbursed payroll costs	14,290	16,287	17,251
Other ⁽¹⁾	98,603	97,733	98,398
Total Lodging operating expense	311,244	313,099	328,126
Total Resort operating expense	2,123,695	2,056,450	2,047,067
Real Estate			
Cost of sales	—	3,607	5,146
Other ⁽¹⁾	6,213	5,907	5,489
Total Real Estate operating expense	6,213	9,514	10,635
Total segment operating expense	\$ 2,129,908	\$ 2,065,964	\$ 2,057,702
Gain on sale of real property	\$ 24,404	\$ 6,285	\$ 842
Mountain equity investment income, net	\$ 3,919	\$ 1,053	\$ 605
Reported EBITDA:			
Mountain	\$ 821,341	\$ 802,072	\$ 822,570
Lodging	22,795	23,018	12,267
Resort	844,136	825,090	834,837
Real Estate	18,626	1,475	(1,728)
Total Reported EBITDA	\$ 862,762	\$ 826,565	\$ 833,109
Real estate held for sale or investment	\$ 87,853	\$ 86,548	\$ 90,207
Reconciliation of net income attributable to Vail Resorts, Inc. to Total Reported EBITDA:			
Net income attributable to Vail Resorts, Inc.	\$ 280,004	\$ 231,105	\$ 265,825
Net income attributable to noncontrolling interests	17,972	15,874	16,955
Net income	297,976	246,979	282,780
Provision for income taxes	104,421	92,776	87,636
Income before provision for income taxes	402,397	339,755	370,416
Depreciation and amortization	296,437	279,073	269,178
(Gain) loss on disposal of fixed assets and other, net	(6,933)	9,633	9,070
Change in estimated fair value of contingent consideration	9,379	47,957	49,836
Investment income and other, net	(10,126)	(18,592)	(23,744)
Foreign currency (gain) loss on intercompany loans	(20)	4,140	2,907
Interest expense, net	171,628	164,599	155,446
Total Reported EBITDA	\$ 862,762	\$ 826,565	\$ 833,109

⁽¹⁾ Other segment operating expense primarily includes cost of sales, fuel, supplies, repairs and maintenance, professional services, rent, utilities and property taxes. The CODM uses consolidated expense information to manage operations and is not regularly provided disaggregated other segment items.

Geographic Information

Net revenue and long-lived assets, excluding financial instruments and deferred tax assets, by geographic region are as follows (in thousands):

Net revenue	Year ended July 31,		
	2025	2024	2023
U.S.	\$ 2,423,245	\$ 2,386,749	\$ 2,366,342
International ⁽¹⁾	541,102	498,442	523,022
Total net revenue	\$ 2,964,347	\$ 2,885,191	\$ 2,889,364

Long-lived assets	July 31,	
	2025	2024
U.S.	\$ 2,796,107	\$ 2,856,969
International ⁽²⁾	1,931,194	1,923,950
Total long-lived assets	\$ 4,727,301	\$ 4,780,919

⁽¹⁾The only individual international country (i.e. except the U.S.) to account for more than 10% of the Company's net revenue was Canada. Canada accounted for \$335.3 million, \$326.2 million and \$321.7 million of net revenue for the year ended July 31, 2025, 2024 and 2023, respectively.

⁽²⁾ The only individual international country to account for more than 10% of the Company's long-lived assets was Canada. Canada accounted for \$1,350.7 million and \$1,372.7 million of long-lived assets as of July 31, 2025 and 2024, respectively.

13. Share Repurchase Program

On March 9, 2006, the Company's Board approved a share repurchase program, authorizing the Company to repurchase up to 3,000,000 Vail Shares. On July 16, 2008, December 4, 2015, March 7, 2023, September 25, 2024, and June 4, 2025 the Company's Board increased the authorization by an additional 3,000,000, 1,500,000, 2,500,000, 1,100,000 and 1,500,000 Vail Shares, respectively, for a total authorization to repurchase up to 12,600,000 Vail Shares. During the years ended July 31, 2025, 2024 and 2023, the Company repurchased 1,690,503, 721,378 and 2,182,594 Vail Shares, respectively (at a total cost of \$270.0 million, \$150.0 million and \$500.0 million, respectively, excluding accrued excise tax, as discussed further below). Since inception of this stock repurchase program through July 31, 2025, the Company has repurchased 11,060,183 shares at a cost of approximately \$1,399.4 million. As of July 31, 2025, 1,539,817 Vail Shares remained available to repurchase under the existing share repurchase program. Vail Shares purchased pursuant to the repurchase program will be held as treasury shares and may be used for issuance under the Company's employee share award plan.

On August 16, 2022 the U.S. government enacted the Inflation Reduction Act of 2022, which imposed a 1.0% excise tax on share repurchases (net of estimated share issuances) made after December 31, 2022. As a result, the Company accrued approximately \$2.6 million and \$1.4 million of excise tax in connection with the share repurchases it completed during the years ended July 31, 2025 and 2024, respectively, which was recorded as an adjustment to the cost basis of repurchased shares in treasury stock and accounts payable and accrued liabilities on the Company's Consolidated Balance Sheets as of July 31, 2025 and 2024.

14. Stock Compensation Plan

On December 5, 2024 (the "Effective Date"), the stockholders of the Company approved the Vail Resorts, Inc. 2024 Omnibus Incentive Plan (the "2024 Plan"), a copy of which is attached hereto as Exhibit 10.25. A description of the material terms of the 2024 Plan was included in the Company's definitive proxy statement relating to the Annual Meeting as filed with the Securities and Exchange Commission on October 23, 2024. The 2024 Plan superseded the Company's previously approved incentive plans, including the Company's 2015 Omnibus Incentive Plan ("2015 Plan") and Amended and Restated 2002 Long-Term Incentive and Share Award Plan ("2002 Plan"). As of the Effective Date, no awards shall be granted under the 2015 Plan or 2002 Plan. The number of shares, if any, that are subject to Awards issued under the 2015 Plan or 2002 Plan that are forfeited, canceled, terminated, or surrendered on or after the Effective Date shall be extinguished and unavailable for Awards under the 2024 Plan, the 2015 Plan, or 2002 Plan.

Under the 2024 Plan, up to 1.5 million shares of common stock could be issued in the form of options, stock appreciation rights, restricted shares, restricted share units, performance shares, performance share units, dividend equivalents or other share-based awards to employees, directors or consultants of the Company or its subsidiaries or affiliates. The terms of awards granted under the Plan, including exercise price, vesting period and life, are set by the Compensation Committee of the Board. All share-based awards (except for restricted shares and restricted share units) granted under the Plan have a life of ten years. Most awards vest ratably over three years; however, some have been granted with different vesting schedules. Of the awards outstanding, none have been granted to non-employees (except those granted to non-employee members of the Board of the Company) under the Plan. At July 31, 2025, approximately 1.5 million share-based awards were available to be granted under the Plan.

The fair value of stock-settled stock appreciation rights (“SARs”) granted in the years ended July 31, 2025, 2024 and 2023 were estimated on the date of grant using a lattice-based option valuation model that applies the assumptions noted in the table below. A lattice-based model considers factors such as exercise behavior, and assumes employees will exercise equity awards at different times over the contractual life of the equity awards. As a lattice-based model considers these factors, and is more flexible, the Company considers it to be a better method of valuing equity awards than a closed-form Black-Scholes model. Because lattice-based option valuation models incorporate ranges of assumptions for inputs, those ranges are disclosed. Expected volatility is based on historical volatility of the Company’s stock. The Company uses historical data to estimate equity award exercises and employee terminations within the valuation model; separate groups of employees that have similar historical exercise behavior are considered separately for valuation purposes. The expected term of equity awards granted is derived from the output of the option valuation model and represents the period of time that equity awards granted are expected to be outstanding; the range given below results from certain groups of employees exhibiting different behavior. The risk-free rate for periods within the contractual life of the equity award is based on the United States Treasury yield curve in effect at the time of grant.

	Year ended July 31,		
	2025	2024	2023
Expected volatility	30.0%	30.0%	30.0%
Expected dividend yield	4.8%	3.4%	3.2%
Expected term (average in years)	6.7-7.0	6.4-6.7	6.5-6.8
Risk-free rate	4.0-4.7%	4.0-5.4%	2.7-3.0%

The Company records actual forfeitures related to unvested awards upon employee terminations.

A summary of aggregate SARs award activity under the Plan as of July 31, 2025, 2024 and 2023, and changes during the years then ended is presented below (in thousands, except exercise price and contractual term):

	Awards	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at July 31, 2022	679	\$ 241.13		
Granted	176	\$ 220.73		
Exercised	(92)	\$ 222.14		
Forfeited or expired	(53)	\$ 280.09		
Outstanding at July 31, 2023	710	\$ 235.69		
Granted	181	\$ 226.71		
Exercised	(15)	\$ 197.88		
Forfeited or expired	(125)	\$ 244.56		
Outstanding at July 31, 2024	751	\$ 232.81		
Granted	262	\$ 183.67		
Exercised	(77)	\$ 122.21		
Forfeited or expired	(66)	\$ 219.62		
Outstanding at July 31, 2025	870	\$ 228.59	6.5 years	\$ 7,861
Vested and expected to vest at July 31, 2025	856	\$ 229.20	6.5 years	\$ 7,437
Exercisable at July 31, 2025	606	\$ 244.54	5.5 years	\$ —

The weighted-average grant-date estimated fair value of SARs granted during the years ended July 31, 2025, 2024 and 2023 was \$41.96, \$60.03 and \$55.37, respectively. The total intrinsic value of SARs exercised during the years ended July 31, 2025, 2024 and 2023 was \$3.6 million, \$0.5 million and \$3.0 million, respectively. The Company had 219,000, 119,000 and 120,000 SARs that vested during the years ended July 31, 2025, 2024 and 2023, respectively. These awards had total estimated fair values of \$0.0 million (due to the exercise prices exceeding the market prices at the date of vesting), \$0.9 million and \$0.0 million (due to the exercise prices exceeding the market prices at the date of vesting) at the date of vesting for the years ended July 31, 2025, 2024 and 2023, respectively.

A summary of the status of the Company's nonvested SARs as of July 31, 2025 and changes during the year then ended is presented below (in thousands, except fair value amounts):

	Awards		Weighted-Average Grant-Date Fair Value
Nonvested at July 31, 2024	253	\$	60.73
Granted	262	\$	41.96
Vested	(219)	\$	54.65
Forfeited	(32)	\$	50.77
Nonvested at July 31, 2025	264	\$	48.36

A summary of the status of the Company's nonvested restricted share units as of July 31, 2025 and changes during the year then ended is presented below (in thousands, except fair value amounts):

	Awards		Weighted-Average Grant-Date Fair Value
Nonvested at July 31, 2024	194	\$	212.14
Granted	172	\$	162.05
Vested	(116)	\$	213.19
Forfeited	(37)	\$	184.26
Nonvested at July 31, 2025	213	\$	176.07

The Company granted 172,000 restricted share units during the year ended July 31, 2025 with a weighted-average grant-date estimated fair value of \$162.05. The Company granted 132,000 restricted share units during the year ended July 31, 2024 with a weighted-average grant-date estimated fair value of \$204.68. The Company granted 127,000 restricted share units during the year ended July 31, 2023 with a weighted-average grant-date estimated fair value of \$199.14. The Company had 116,000, 80,000 and 63,000 restricted share units that vested during the years ended July 31, 2025, 2024 and 2023, respectively. These units had a total estimated fair value of \$20.0 million, \$18.4 million and \$13.3 million at the date of vesting for the years ended July 31, 2025, 2024 and 2023, respectively.

As of July 31, 2025, there was \$30.4 million of total unrecognized compensation expense related to nonvested share-based compensation arrangements granted under the Plan, of which \$17.9 million, \$10.5 million and \$2.0 million of expense is expected to be recognized in the years ending July 31, 2026, 2027 and 2028, respectively, assuming no share-based awards are granted in the future or forfeited. The tax benefit realized or expected to be realized from SARs exercised and restricted stock units vested was \$1.1 million, \$0.8 million and \$2.5 million for the years ended July 31, 2025, 2024 and 2023, respectively.

The Company has a policy of using either authorized and unissued shares, including shares acquired by purchase in the open market, to satisfy equity award exercises.

15. Retirement and Profit Sharing Plans

The Company maintains a defined contribution retirement plan (the “Retirement Plan”), qualified under Section 401(k) of the Internal Revenue Code, for its U.S. employees. Under this Retirement Plan, U.S. employees are eligible to make before-tax contributions on the first day of the calendar month following the later of: (i) their employment commencement date or (ii) the date they turn 21. Participants may contribute up to 100% of their qualifying annual compensation up to the annual maximum specified by the Internal Revenue Code. When the Company participates in 401(k) contribution matching, it matches an amount equal to 50% of each participant’s contribution up to 6% of a participant’s bi-weekly qualifying compensation starting the pay period containing the first day of the month after obtaining the later of: (i) 12 months of employment with at least 1,000 service hours from the commencement date or (ii) if 1,000 hours within the first 12 months was not completed, then after the employee completed a cumulative 1,500 service hours. The Company’s matching contribution is entirely discretionary and may be reduced or eliminated at any time.

Total Retirement Plan expense recognized by the Company for the years ended July 31, 2025, 2024 and 2023 was \$11.0 million, \$10.8 million and \$9.8 million, respectively.

16. Revision of Previously Issued Consolidated Financial Statements

As disclosed in Note 2, during the year ended July 31, 2025, the Company identified errors to the Consolidated Financial Statements for the years ended July 31, 2024 and July 31, 2023 relating to the misapplication of the interest method in the accounting for the EPR Secured Notes and its accounting for certain completed capital projects. Although the Company concluded that these errors were not material, either individually or in the aggregate, to its current or previously issued Consolidated Financial Statements, the Company elected to revise its previously issued Consolidated Financial Statements to correct the errors. In conjunction with the revision, the Company is also correcting for other previously identified immaterial errors that were previously corrected for as out of period adjustments in the period of identification.

Due to certain errors originating prior to the year ended July 31, 2023, the opening retained earnings balance as of August 1, 2022 was understated by \$12.0 million, primarily due to the impact of \$6.9 million of non-cash interest expense that should have been recorded in prior periods.

The revisions include corrections of previously identified errors to the Consolidated Balance Sheets for operating lease liabilities and right of use assets and adjustments to the income tax payable and income tax receivable for items identified during its reconciliation of completed income tax returns to its income tax provision that impacted jurisdictional netting. The accompanying Consolidated Statements of Cash Flows have been revised to correct a misclassification between operating and financing activities related to interest on finance lease obligations, and to reflect changes related to the items discussed above.

There were no other changes to the Consolidated Statements of Stockholders’ Equity that have not otherwise been reflected in the Consolidated Balance Sheets, Consolidated Statements of Operations and Consolidated Statements of Comprehensive Income or described above. The following tables present the revisions to the Consolidated Balance Sheets, Consolidated Statements of Operations, Consolidated Statements of Comprehensive Income and Consolidated Statements of Cash Flows for the years ended July 31, 2024 and July 31, 2023 (in thousands, except per share amounts):

<i>Consolidated Balance Sheets</i>	July 31, 2024		
	As Reported	Adjustment	As Revised
Other current assets	\$ 79,558	\$ (9,400)	\$ 70,158
Total current assets	911,361	(9,400)	901,961
Property, plant and equipment, net (Note 8)	2,422,635	(4,105)	2,418,530
Operating right-of-use assets (Note 4)	256,627	1,641	258,268
Total assets	5,698,437	(11,864)	5,686,573
Income taxes payable	55,358	(8,930)	46,428
Long-term debt due within one year (Note 6)	57,153	2,161	59,314
Total current liabilities	1,113,309	(6,769)	1,106,540
Long-term debt, net (Note 6)	2,721,597	9,895	2,731,492
Operating lease liabilities (Note 4)	233,465	1,641	235,106
Deferred income taxes, net (Note 10)	279,815	(3,026)	276,789
Total liabilities	4,659,954	1,741	4,661,695
Retained earnings	780,431	(13,605)	766,826
Total Vail Resorts, Inc. stockholders' equity	723,537	(13,605)	709,932
Total stockholders' equity	1,038,483	(13,605)	1,024,878
Total liabilities and stockholders' equity	\$ 5,698,437	\$ (11,864)	\$ 5,686,573

<i>Consolidated Statements of Operations</i>	Year Ended July 31, 2024		
	As Reported	Adjustment	As Revised
Depreciation and amortization	\$ (276,493)	\$ (2,580)	\$ (279,073)
Income from operations	491,429	(2,580)	488,849
Interest expense, net	(161,839)	(2,760)	(164,599)
Income before provision for income taxes	345,095	(5,340)	339,755
Provision for income taxes (Note 10)	(98,816)	6,040	(92,776)
Net income	246,279	700	246,979
Net income attributable to Vail Resorts, Inc.	230,405	700	231,105
Basic net income per share attributable to Vail Resorts, Inc.	\$ 6.08	\$ 0.02	\$ 6.10
Diluted net income per share attributable to Vail Resorts, Inc.	\$ 6.07	\$ 0.02	\$ 6.09

<i>Consolidated Statements of Comprehensive Income</i>	Year Ended July 31, 2024		
	As Reported	Adjustment	As Revised
Net income	\$ 246,279	700	\$ 246,979
Comprehensive income	167,746	700	168,446
Comprehensive income attributable to Vail Resorts, Inc.	\$ 173,475	700	\$ 174,175

<i>Consolidated Statements of Cash Flows</i>	Year Ended July 31, 2024		
	As Reported	Adjustment	As Revised
Net income	\$ 246,279	700	\$ 246,979
Depreciation and amortization	276,493	2,580	279,073
Deferred income taxes, net	12,095	(5,393)	6,702
Other non-cash (income), net	(7,754)	5,009	(2,745)
Income taxes payable	(42,794)	(648)	(43,442)
Net cash provided by operating activities	586,774	2,248	589,022
Other financing activities, net	(39,620)	(2,248)	(41,868)
Net cash (used in) financing activities	\$ (574,788)	\$ (2,248)	\$ (577,036)

<i>Consolidated Statements of Operations</i>	Year Ended July 31, 2023		
	As Reported	Adjustment	As Revised
Depreciation and amortization	\$ (268,501)	\$ (677)	\$ (269,178)
Income from operations	505,097	(677)	504,420
Interest expense, net	(153,022)	(2,424)	(155,446)
Income before provision for income taxes	373,517	(3,101)	370,416
Provision for income taxes (Note 10)	(88,414)	778	(87,636)
Net income	285,103	(2,323)	282,780
Net income attributable to Vail Resorts, Inc.	268,148	(2,323)	265,825
Basic net income per share attributable to Vail Resorts, Inc.	\$ 6.76	\$ (0.06)	\$ 6.70
Diluted net income per share attributable to Vail Resorts, Inc.	\$ 6.74	\$ (0.05)	\$ 6.69

<i>Consolidated Statements of Comprehensive Income</i>	Year Ended July 31, 2023		
	As Reported	Adjustment	As Revised
Net income	\$ 285,103	\$ (2,323)	\$ 282,780
Comprehensive income	263,355	(2,323)	261,032
Comprehensive income attributable to Vail Resorts, Inc.	\$ 246,867	\$ (2,323)	\$ 244,544

<i>Consolidated Statements of Cash Flows</i>	Year Ended July 31, 2023		
	As Reported	Adjustment	As Revised
Net income	\$ 285,103	\$ (2,323)	\$ 282,780
Depreciation and amortization	268,501	677	269,178
Deferred income taxes, net	24,065	(609)	23,456
Other non-cash (income), net	(4,687)	547	(4,140)
Net cash provided by operating activities	639,563	(1,708)	637,855
Other financing activities, net	(21,983)	1,708	(20,275)
Net cash (used in) financing activities	\$ (915,708)	\$ 1,708	\$ (914,000)

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES.

Disclosure Controls and Procedures

Management of the Company, including the Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), have evaluated the effectiveness of the Company’s disclosure controls and procedures as of the end of the period covered by this Form 10-K. The term “disclosure controls and procedures” means controls and other procedures established by the Company that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company’s management, including its CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Based upon their evaluation of the Company’s disclosure controls and procedures, the CEO and the CFO concluded that, as of the end of the period covered by this Form 10-K, the disclosure controls are effective to provide reasonable assurance that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure and are effective to provide reasonable assurance that such information is recorded, processed, summarized and reported within the time periods specified by the SEC’s rules and forms.

The Company, including its CEO and CFO, does not expect that the Company’s controls and procedures will prevent or detect all error and all fraud. A control system, no matter how well conceived or operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

Management’s Annual Report on Internal Control Over Financial Reporting

The report of management required by this item is contained in Item 8. of this Form 10-K under the caption “Management’s Report on Internal Control over Financial Reporting.”

Attestation Report of the Independent Registered Public Accounting Firm

The attestation report required by this item is contained in Item 8. of this Form 10-K under the caption “Report of Independent Registered Public Accounting Firm.”

Changes in Internal Control Over Financial Reporting

On May 2, 2024, we completed our acquisition of Crans-Montana. Crans-Montana was not previously subject to the rules and regulations promulgated under Sarbanes-Oxley and accordingly was not required to establish and maintain an internal control infrastructure meeting the standards promulgated under Sarbanes-Oxley. Our assessment of and conclusion on the effectiveness of our internal control over financial reporting as of July 31, 2024 did not include certain elements of the internal controls of Crans-Montana. However, as of July 31, 2025, Crans-Montana is now included within our assessment of and conclusion on the effectiveness of our internal control over financial reporting.

Excluding the addition of Crans-Montana, there were no changes in the Company’s internal control over financial reporting during the year ended July 31, 2025 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

ITEM 9B. OTHER INFORMATION.

Director and Officer Rule 10b5-1 Trading Arrangements

During the three months ended July 31, 2025, the following directors or executive officers adopted, modified or terminated contracts, instructions or written plans for the purchase or sale of our common stock that were intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or “non-Rule 10b5-1 trading arrangements”:

Name ⁽¹⁾	Title	Action	Adoption/ Termination Date	Expiration Date	Plans		Aggregate Number of Securities to be Purchased or Sold
					Rule 10b5-1	Non-Rule 10b5-1	
William Rock	President, Mountain Division	Termination	June 9, 2025	September 25, 2025	X		2,112

- (1) On June 9, 2025, William Rock, the Company’s President, Mountain Division, terminated his pre-existing trading plan (adopted March 13, 2025), which provided for the sale of up to 2,112 shares underlying share appreciation rights

(awarded on September 25, 2015 and expiring on September 25, 2025), with an initial expiration date of September 25, 2025.

Whistler Credit Agreement

On September 24, 2025, we entered into the First Amending Agreement to the Whistler Credit Agreement (the "Amendment"). The Amendment (i) extended the maturity date to September 24, 2030; (ii) reduced the total commitment from C\$300.0 million to C\$250.0 million; (iii) amended the financial reporting covenants to provide that Whistler Blackcomb Holdings, Inc. deliver unaudited, rather than audited, consolidated yearly financial statements; (iv) with regard to available interest rates for borrowings under the facility, replaced existing Canadian Dollar Offered Rate ("CDOR") provisions with Canadian Overnight Repo Rate Average ("CORRA") provisions to address the discontinuation of CDOR which occurred in June 2024; and (v) incorporated contractual recognition of EU bail-in clauses, and (vi) required interest payments be payable monthly, rather than quarterly, on Prime Rate and Base Rate Advances. No other significant terms of the agreement were amended.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached as Exhibit 10.20 hereto and is incorporated by reference herein.

ITEM 9C. DISCLOSURE REPORTING REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.

Not applicable.

PART III

We expect to file with the SEC in October 2025 (and, in any event, not later than 120 days after the close of our last fiscal year), a definitive Proxy Statement, pursuant to SEC Regulation 14A in connection with our Annual Meeting of Shareholders to be held in December 2025.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

The information required by this item is incorporated herein by reference from the Company's definitive Proxy Statement for the 2025 annual meeting of stockholders under the sections entitled "Information with Respect to Nominees," "Management" and "Corporate Governance."

ITEM 11. EXECUTIVE COMPENSATION.

The information required by this item is incorporated herein by reference from the Company's definitive Proxy Statement for the 2025 annual meeting of stockholders under the section entitled "Executive Compensation."

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The information required by this item is incorporated herein by reference from the Company's definitive Proxy Statement for the 2025 annual meeting of stockholders under the sections entitled "Security Ownership of Directors and Executive Officers," "Information as to Certain Stockholders" and "Executive Compensation - Securities Authorized for Issuance under Equity Compensation Plans."

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

The information required by this item is incorporated herein by reference from the Company's definitive Proxy Statement for the 2025 annual meeting of stockholders under the sections entitled "Determinations Regarding Independence" and "Transactions with Related Persons."

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.

The information required by this item is incorporated herein by reference from the Company's definitive Proxy Statement for the 2025 annual meeting of stockholders under the section entitled "Proposal 2. Ratification of the Selection of Independent Registered Public Accounting Firm."

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

a) Index to Financial Statements.

- (1) See Item 8. “Financial Statements and Supplementary Data” for the index to the Financial Statements.
- (2) Schedules have been omitted because they are not required or not applicable, or the required information is shown in the financial statements or notes to the financial statements.
- (3) See the Index to Exhibits below.

The following exhibits are either filed or furnished herewith (as applicable) or, if so indicated, incorporated by reference to the documents indicated in parentheses, which have previously been filed or furnished (as applicable) with the Securities and Exchange Commission.

Posted Exhibit Number	Description
2.1	<u>Transaction Agreement, dated as of May 24, 2013, between VR CPC Holdings, Inc. and ASC Utah LLC, Talisker Land Holdings, LLC, Talisker Canyons Lands LLC, Talisker Canyons Leaseco LLC, American Skiing Company Resort Properties LLC, Talisker Canyons Propco LLC and Talisker Canyons Finance Co LLC. (Incorporated by reference to Exhibit 2.1 on Form 8-K of Vail Resorts, Inc. filed on May 30, 2013) (File No. 001-09614).</u>
2.2	<u>Purchase and Sale Agreement, dated as of September 11, 2014, between VR CPC Holdings, Inc. and Greater Park City Company, Powdr Corp., Greater Properties, Inc., Park Properties, Inc. and Powdr Development Company. (Incorporated by reference to Exhibit 2.1 on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2014) (File No. 001-09614).</u>
2.3	<u>Arrangement Agreement, dated as of August 5, 2016, between Vail Resorts, Inc., 1068877 B.C. Ltd. and Whistler Blackcomb Holdings Inc. (Incorporated by reference to Exhibit 2.1 on Form 8-K of Vail Resorts, Inc. filed on August 8, 2016) (File No. 001-09614).</u>
2.4	<u>Agreement and Plan of Merger, dated as of July 20, 2019, by and among Vail Holdings, Inc., VRAD Holdings, Inc. and Peak Resorts, Inc., and solely with respect to Section 9.14, Vail Resorts, Inc. (Incorporated by reference to Exhibit 2.1 on Form 8-K of Vail Resorts, Inc. filed on July 22, 2019) (File No. 001-09614).</u>
3.1	<u>Amended and Restated Certificate of Incorporation of Vail Resorts, Inc., dated January 5, 2005. (Incorporated by reference to Exhibit 3.1 on Form 10-Q of Vail Resorts, Inc. for the quarter ended January 31, 2005)(File No. 001-09614).</u>
3.2	<u>Certificate of Amendment of Amended and Restated Certificate of Incorporation of Vail Resorts, Inc., dated December 7, 2011. (Incorporated by reference to Exhibit 3.1 on Form 8-K of Vail Resorts, Inc. filed on December 8, 2011) (File No. 001-09614).</u>
3.3	<u>Certificate of Designations of Special Voting Preferred Stock of Vail Resorts, Inc., dated October 17, 2016. (Incorporated by reference to Exhibit 3.1 on Form 8-K of Vail Resorts, Inc. filed on October 17, 2016) (File No. 001-09614).</u>
3.4	<u>Second Amended and Restated Bylaws of Vail Resorts, Inc., dated February 2, 2024. (Incorporated by reference to Exhibit 3.1 on Form 8-K of Vail Resorts, Inc. filed on February 6, 2014) (File No. 001-09614).</u>
4.1	<u>Indenture, dated May 8, 2024, by and among Vail Resorts, Inc., the Guarantors named therein and U.S. Bank Trust Company, National Association, as Trustee (Incorporated by reference to Exhibit 4.1 of Form 8-K of Vail Resorts, Inc. filed on May 8, 2024) (File No. 001-09614).</u>
4.2	<u>Indenture, dated December 18, 2020, by and between Vail Resorts, Inc. and U.S. Bank National Association, as Trustee (including the form of 0.00% Convertible Senior Note due 2026). (Incorporated by reference to Exhibit 4.1 on Form 8-K of Vail Resorts, Inc. filed on December 18, 2020) (File No. 001-09614).</u>
4.3	<u>Description of Securities (Incorporated by reference to Exhibit 4.1 on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2020 (File No. 001-09614).</u>
4.4	<u>Indenture, dated July 2, 2025, by and among Vail Resorts, Inc., the Guarantors named therein and U.S. Bank Trust Company, National Association, as Trustee. (Incorporated by reference to Exhibit 4.1 of Form 8-K of Vail Resorts, Inc., Filed on July 2, 2025).</u>
10.1	<u>Forest Service Unified Permit for Heavenly ski area, dated April 29, 2002 (File No. 001-09614).</u>
10.2(a)	<u>Forest Service Unified Permit for Keystone ski area, dated December 30, 1996. (Incorporated by reference to Exhibit 99.2(a) on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2002) (File No. 001-09614).</u>
10.2(b)	<u>Amendment No. 2 to Forest Service Unified Permit for Keystone ski area. (Incorporated by reference to Exhibit 99.2(b) on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2002) (File No. 001-09614).</u>
10.2(c)	<u>Amendment No. 3 to Forest Service Unified Permit for Keystone ski area. (Incorporated by reference to Exhibit 10.3 (c) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>

Posted Exhibit Number	Description
10.2(d)	<u>Amendment No. 4 to Forest Service Unified Permit for Keystone ski area. (Incorporated by reference to Exhibit 10.3 (d) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.2(e)	<u>Amendment No. 5 to Forest Service Unified Permit for Keystone ski area. (Incorporated by reference to Exhibit 10.3 (e) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.3(a)	<u>Forest Service Unified Permit for Breckenridge ski area, dated December 31, 1996. (Incorporated by reference to Exhibit 99.3(a) on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2002) (File No. 001-09614).</u>
10.3(b)	<u>Amendment No. 1 to Forest Service Unified Permit for Breckenridge ski area. (Incorporated by reference to Exhibit 99.3(b) on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2002) (File No. 001-09614).</u>
10.3(c)	<u>Amendment No. 2 to Forest Service Unified Permit for Breckenridge ski area. (Incorporated by reference to Exhibit 10.4 (c) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.3(d)	<u>Amendment No. 3 to Forest Service Unified Permit for Breckenridge ski area. (Incorporated by reference to Exhibit 10.4 (d) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.3(e)	<u>Amendment No. 4 to Forest Service Unified Permit for Breckenridge ski area. (Incorporated by reference to Exhibit 10.4 (e) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.3(f)	<u>Amendment No. 5 to Forest Service Unified Permit for Breckenridge ski area. (Incorporated by reference to Exhibit 10.4(f) on Form 10-Q of Vail Resorts, Inc. for the quarter ended January 31, 2002) (File No. 001-09614).</u>
10.4(a)	<u>Forest Service Unified Permit for Beaver Creek ski area. (Incorporated by reference to Exhibit 99.4(a) on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2002) (File No. 001-09614).</u>
10.4(b)	<u>Exhibits to Forest Service Unified Permit for Beaver Creek ski area. (Incorporated by reference to Exhibit 99.4(b) on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2002) (File No. 001-09614).</u>
10.4(c)	<u>Amendment No. 1 to Forest Service Unified Permit for Beaver Creek ski area. (Incorporated by reference to Exhibit 10.5(c) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.4(d)	<u>Amendment No. 2 to Forest Service Unified Permit for Beaver Creek ski area. (Incorporated by reference to Exhibit 10.5(d) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.4(e)	<u>Amendment to Forest Service Unified Permit for Beaver Creek ski area. (Incorporated by reference to Exhibit 10.5(e) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.4(f)	<u>Amendment No. 3 to Forest Service Unified Permit for Beaver Creek ski area. (Incorporated by reference to Exhibit 10.4(f) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2008) (File No. 001-09614).</u>
10.5(a)	<u>Forest Service Unified Permit for Vail ski area, dated November 23, 1993. (Incorporated by reference to Exhibit 99.5(a) on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2002) (File No. 001-09614).</u>
10.5(b)	<u>Exhibits to Forest Service Unified Permit for Vail ski area. (Incorporated by reference to Exhibit 99.5(b) on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2002) (File No. 001-09614).</u>
10.5(c)	<u>Amendment No. 2 to Forest Service Unified Permit for Vail ski area. (Incorporated by reference to Exhibit 99.5(c) on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2002) (File No. 001-09614).</u>
10.5(d)	<u>Amendment No. 3 to Forest Service Unified Permit for Vail ski area. (Incorporated by reference to Exhibit 10.6 (d) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.5(e)	<u>Amendment No. 4 to Forest Service Unified Permit for Vail ski area. (Incorporated by reference to Exhibit 10.6 (e) on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2005) (File No. 001-09614).</u>
10.6*	<u>Vail Resorts, Inc. Amended and Restated 2002 Long Term Incentive and Share Award Plan. (Incorporated by reference to Exhibit 99.1 on Form 8-K of Vail Resorts, Inc. filed on December 10, 2009) (File No. 001-09614).</u>
10.7*	<u>Vail Resorts Deferred Compensation Plan, effective as of January 1, 2005. (Incorporated by reference to Exhibit 10.22 on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2009) (File No. 001-09614).</u>
10.8*	<u>Executive Employment Agreement, between Vail Resorts, Inc. and Kirsten A. Lynch effective November 1, 2021. (Incorporated by reference to Exhibit 10.1 of the report on Form 8-K of Vail Resorts, Inc. filed on November 1, 2021) (File No. 001-09614).</u>
10.9*	<u>Severance Agreement, dated May 26, 2025 (Incorporated by reference to Exhibit 10.1 to the report on Form 8-K of Vail Resorts, Inc. filed on May 27, 2025) (File No. 001-09614).</u>
10.10	<u>Form of Indemnification Agreement. (Incorporated by reference to Exhibit 10.1 of the report on Form 8-K of Vail Resorts, Inc. filed on October 13, 2021 (File No. 001-09614).</u>
10.11	<u>Master Agreement of Lease, dated May 29, 2013, between VR CPC Holdings, Inc. and Talisker Canyons Leaseco LLC. (Incorporated by reference to Exhibit 10.1 on Form 8-K of Vail Resorts, Inc. filed on May 30, 2013) (File No. 001-09614).</u>
10.12	<u>Guaranty of Vail Resorts, Inc., dated May 29, 2013, in connection with the Master Agreement of Lease between VR CPC Holdings, Inc. and Talisker Canyons Leaseco LLC. (Incorporated by reference to Exhibit 10.2 on Form 8-K of Vail Resorts, Inc. filed on May 30, 2013) (File No. 001-09614).</u>
10.13*	<u>Vail Resorts, Inc. Management Incentive Plan (amended September 13, 2023) (Incorporated by reference to Exhibit 10.2 on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2023) (File No. 001-09614).</u>

Posted Exhibit Number	Description
10.14*	<u>Vail Resorts, Inc. 2015 Omnibus Incentive Plan (Incorporated by reference to Exhibit 10.1 on Form 8-K of Vail Resorts, Inc. filed on December 7, 2015) (File Number 001-09614).</u>
10.15*	<u>Form of Restricted Share Unit Agreement (effective September 23, 2020) (Incorporated by reference to Exhibit 10.17 on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2020) (File Number 001-09614).</u>
10.16*	<u>Form of Share Appreciation Rights Agreement (effective September 23, 2020) (Incorporated by reference to Exhibit 10.18 on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2020) (File Number 001-09614).</u>
10.17	<u>Ninth Amended and Restated Credit Agreement, dated April 24, 2024 among Vail Holdings, Inc., as borrower, Bank of America, N.A. as administrative agent, U.S. Bank National Association and Wells Fargo, National Association as co-syndication Agents, and the Lenders party thereto (Incorporated by reference to Exhibit 10.1 on Form 10-Q of Vail Resorts, Inc. for the quarter ended April 30, 2024) (File No. 001-09614).</u>
10.18	<u>First Amendment to the Ninth Amended and Restated Credit Agreement, dated as of January 27, 2025, between Vail Holdings, Inc., as borrower, Vail Resorts, Inc. and certain subsidiaries of Vail Resorts, Inc., as guarantors, and Bank of America, N.A., as administrative agent, on its own behalf and on the behalf of the Lenders party thereto. (Incorporated by reference to Exhibit 10.4 on Form 10-Q of Vail Resorts, Inc. for the quarter ended January 31, 2025) (File No. 001-09614).</u>
10.19	<u>Second Amended and Restated Credit Agreement, dated as of April 14, 2023, among Whistler Mountain Resort Limited Partnership and Blackcomb Skiing Enterprises Limited Partnership, as borrowers, the Guarantors Party hereto, the Financial Institutions named herein, The Toronto-Dominion Bank, as administrative agent, on its own behalf and on behalf of the Lenders (Incorporated by reference to Exhibit 10.1 on Form 10-Q of Vail Resorts, Inc. for the quarter ended April 30, 2023) (File No. 001-09614).</u>
10.20	<u>First Amending Agreement to the Whistler Second Amended and Restated Senior Credit Agreement, dated as of September 24, 2025, among Whistler Mountain Resort Limited Partnership and Blackcomb Skiing Enterprises Limited Partnership, as borrowers, the Guarantors Party hereto, the Financial Institutions named herein, The Toronto-Dominion Bank, as administrative agent, on its own behalf of the Lenders.</u>
10.21	<u>Whistler Mountain Master Development Agreement, dated as of February 23, 2017, between Her Majesty the Queen in Right of the Province of British Columbia and Whistler Mountain Resort Limited Partnership (Incorporated by reference to Exhibit 10.1 on Form 8-K of Vail Resorts, Inc. filed on February 27, 2017) (File No. 001-09614).</u>
10.22	<u>Blackcomb Mountain Master Development Agreement, dated as of February 23, 2017, between Her Majesty the Queen in Right of the Province of British Columbia and Blackcomb Skiing Enterprises Limited Partnership (Incorporated by reference to Exhibit 10.2 on Form 8-K of Vail Resorts, Inc. filed on February 27, 2017) (File No. 001-09614).</u>
10.23	<u>Form of Separation Agreement and General Release by and between Ryan Bennett and Vail Resorts, Inc. dated October 12, 2023 (Incorporated by reference to Exhibit 10.1 on Form 10-Q of Vail Resorts, Inc. for the quarter ended October 31, 2023) (File No. 001-09614).</u>
10.24*	<u>Form of Restricted Share Unit Agreement. (Incorporated by reference to Exhibit 10.1 on Form 10-Q of Vail Resorts, Inc. for the quarter ended January 31, 2025) (File No. 001-09614).</u>
10.25*	<u>Form of Share Appreciation Rights Agreement. (Incorporated by reference to Exhibit 10.2 on Form 10-Q of Vail Resorts, Inc. for the quarter ended January 31, 2025) (File No. 001-09614).</u>
10.26*	<u>Vail Resorts, Inc. 2024 Omnibus Incentive Plan (Incorporated by reference to Exhibit 10.1 on Form 8-K of Vail Resorts, Inc. filed on December 9, 2024) (File No. 001-09614).</u>
19.1	<u>Vail Resorts, Inc. Fifth Amended and Restated Insider Trading Compliance Program. (Incorporated by reference to Exhibit 19.1 on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2024) (File No. 001-09614).</u>
21	Subsidiaries of Vail Resorts, Inc.
23	<u>Consent of Independent Registered Public Accounting Firm.</u>
24	Power of Attorney. Included on signature pages hereto.
31.1	<u>Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
31.2	<u>Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
32	<u>Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
97.1	<u>Amended Executive Compensation Clawback Policy dated October 2, 2023. (Incorporated by reference to Exhibit 97.1 on Form 10-K of Vail Resorts, Inc. for the year ended July 31, 2024) (File No. 001-09614).</u>
101.INS	XBRL Instance Document - the instance document does not appear in the interactive data file as its XBRL tags are embedded within the inline XBRL document.
101.SCH	XBRL Schema Document.
101.CAL	XBRL Calculation Linkbase Document.
101.DEF	XBRL Definition Linkbase Document.

Posted Exhibit Number	Description
101.LAB	XBRL Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.
104	The cover page from this Annual Report on Form 10-K, formatted in inline XBRL.

*Management contracts and compensatory plans and arrangements.

ITEM 16. FORM 10-K SUMMARY.

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: September 29, 2025

Vail Resorts, Inc.

By: /s/ Angela A. Korch
Angela A. Korch
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

Date: September 29, 2025

Vail Resorts, Inc.

By: /s/ Nathan Gronberg
Nathan Gronberg
Vice President, Controller and
Chief Accounting Officer
(Principal Accounting Officer)

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Angela A. Korch or Nathan Gronberg his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments or supplements to this Form 10-K and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing necessary or appropriate to be done with this Form 10-K and any amendments or supplements hereto, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on September 29, 2025.

/s/ Robert A. Katz	Chief Executive Officer & Chairperson of the Board
Robert A. Katz	(Principal Executive Officer)
/s/ Angela A. Korch	Executive Vice President and Chief Financial Officer
Angela A. Korch	(Principal Financial Officer)
/s/ Nathan Gronberg	Vice President, Controller and Chief Accounting Officer
Nathan Gronberg	(Principal Accounting Officer)
/s/ Reginald Chambers	
Reginald Chambers	Director
/s/ Susan L. Decker	
Susan L. Decker	Director
/s/ Iris Knobloch	
Iris Knobloch	Director
/s/ Nadia Rawlinson	
Nadia Rawlinson	Director
/s/ John T. Redmond	
John T. Redmond	Director
/s/ Michele Romanow	
Michele Romanow	Director
/s/ Hilary A. Schneider	
Hilary A. Schneider	Director
/s/ D. Bruce Sewell	
D. Bruce Sewell	Director
/s/ John F. Sorte	
John F. Sorte	Director
/s/ Peter A. Vaughn	
Peter A. Vaughn	Director

FIRST AMENDING AGREEMENT

THIS FIRST AMENDING AGREEMENT made as of September 24, 2025,

BETWEEN:

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, by its general partner,
WHISTLER BLACKCOMB HOLDINGS INC. and **BLACKCOMB SKIING**
ENTERPRISES LIMITED PARTNERSHIP, by its general partner, **WHISTLER BLACKCOMB HOLDINGS**
INC., as Borrowers

(herein called the “**Borrowers**”)

- and -

- THE GUARANTORS PARTY HERETO

- and -

WHISTLER BLACKCOMB HOLDINGS INC., as the Parent GP

- and -

THE TORONTO-DOMINION BANK, as Administrative Agent (herein called the
“**Administrative Agent**”)

- and -

THE FINANCIAL INSTITUTIONS NAMED HEREIN, as Lenders

(herein called the “**Lenders**”)

WHEREAS the parties hereto are party to a second amended and restated credit agreement made as of April 14, 2023, (the “**Credit Agreement**”) pursuant to which the Lenders established certain credit facilities in favour of the Borrowers;

WHEREAS the Borrowers have requested an extension of the Maturity Date to September 24, 2030;

WHEREAS the Borrowers have requested certain additional amendments to the Credit Agreement;

AND WHEREAS the parties hereto have agreed to amend the Credit Agreement for the purposes and on the terms and conditions set out in this first amending agreement (this “**First Amendment**” and the Credit Agreement as amended hereby, the “**Amended Credit Agreement**”);

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

1.2 Reference to Agreements. Each reference in this First Amendment to any agreement (including this First Amendment and any other defined term that is an agreement) shall be construed so as to include such agreement (including any attached schedules, appendices and exhibits) and each change thereto made at or before the time in question.

1.3 Headings, etc. The division of this First Amendment into Articles, Sections and Subsections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this First Amendment. The terms “**this first amending agreement**”, “**First Amendment**”, “**hereof**”, “**hereunder**” and similar expressions refer to this First Amendment and not to any particular Article, Section, Subsection, paragraph, subparagraph, clause or other portion of this First Amendment.

1.4 Grammatical Variations. In this First Amendment, unless the context otherwise requires, (i) words and expressions (including words and expressions (capitalized or not) defined, given extended meanings or incorporated by reference herein) in the singular include the plural and *vice versa* (the necessary changes being made to fit the context), (ii) words in one gender include all genders and (iii) grammatical variations of words and expressions (capitalized or not) which are defined, given extended meanings or incorporated by reference in this First Amendment shall be construed in like manner.

ARTICLE 2 EXTENSION OF CREDIT FACILITY

2.1 Maturity Date. Subject to the satisfaction of the conditions set forth in Article 4 hereof and in reliance on the representations and warranties set forth in Article 5 hereof, the parties hereto agree that as of the date hereof, the Maturity Date is hereby extended until September 24, 2030, in accordance with Section 2.11 of the Credit Agreement.

ARTICLE 3 AMENDMENTS

3.1 Amendment of the Credit Agreement. Subject to the satisfaction (or waiver) of the conditions set forth in Article 4 hereof and in reliance on the representations and warranties set forth in Article 5 hereof, the Credit Agreement, effective as of the date hereof, is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold underlined text (indicated textually in the same manner in the following example: **underlined text**) as set forth on the pages of the Credit Agreement and all schedules thereto and attached hereto as Exhibit A (the “**Amended Credit Agreement**”).

ARTICLE 4
CONDITIONS PRECEDENT TO AMENDMENTS

4.1 Conditions Precedent to First Amendment. The First Amendment shall become effective on the date in which the following conditions precedent are satisfied (which conditions are for the sole and exclusive benefit of the Lenders and may be waived by the Administrative Agent):

- (a) the Administrative Agent shall have received a copy of this First Amendment duly executed by all parties hereto;
- (b) the Administrative Agent shall have received a certified copy of (i) partnership agreements, other charter documents and by-laws (or equivalent governing documents) of each Borrower (together with all amendments thereto); (ii) the resolutions of the board of directors of the general partners of the Borrowers; and
(iii) the names and true signatures of its officers authorized to sign this Agreement and the other Credit Documents manually or by mechanical means;
- (c) the Administrative Agent shall have received a certificate of status, compliance, good standing or like certificate with respect to each Loan Party and Limited Recourse Guarantor issued by the appropriate Government Authority in the jurisdiction of its formation;
- (d) evidence of amendments to existing registration as reasonably requested by the Administrative Agent in order to preserve or protect the Liens created by the Security Documents;
- (e) payment to the Administrative Agent of all fees and expenses (including the reasonable legal fees and disbursements of Torys LLP) to the satisfaction of the Administrative Agent;
- (f) all representations and warranties set out in the Credit Documents and this First Amendment shall be true and correct in all material respects as if made on and as of the date hereof (except to the extent that any representation and warranty expressly relates to a prior specific date or period in which case it is true and correct as of such prior date or period); and
- (g) no Default or Event of Default shall have occurred or be continuing.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties. Each of the Parent GP and the Loan Parties represents and warrants that the representations and warranties contained in Section 7.01 of the Credit Agreement continue to be true and correct in all material respects as if made on and as of the date hereof (except to the extent that any representation and warranty expressly relates to a prior specific date or period in which case it is true and correct as of such prior date or period). Each of the Parent GP and the Loan Parties further represents and warrants that:

- (a) no Default or Event of Default has occurred and is continuing or would exist after giving effect to this First Amendment;
- (b) it has all requisite corporate, partnership or other power and authority to enter into and perform its obligations under this First Amendment;
- (c) the execution, delivery and performance of this First Amendment has been duly authorized by all corporate, partnership or other analogous actions required and this First Amendment has been duly executed and delivered by it, and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, subject only to any limitations under Laws relating to (i) bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally; and (ii) general equitable principles including the discretion that a court may exercise in granting of equitable remedies; and
- (d) the execution and delivery of this First Amendment and the performance of its obligations hereunder and compliance with the terms, conditions and provisions hereof, will not (i) conflict with or result in a breach of any of the material terms, conditions or provisions of its partnership agreement or other constating documents, as applicable, or by laws, or any Law.

ARTICLE 6

CONFIRMATIONS OF SECURITY

6.1 Confirmation. Each of the Parent GP, the Borrowers and the other Loan Parties hereby acknowledges and confirms that each Security Document to which it is a party:

- (a) is and shall remain in full force and effect in all respects, notwithstanding the amendments and supplements to the Credit Agreement made pursuant to this First Amendment, and has not been amended, terminated, discharged or released;
- (b) constitutes a legal, valid and binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms; and
- (c) shall, together with that portion of the Security constituted thereby, continue to exist and apply to all of the Guaranteed Obligations and other obligations of the undersigned including, without limitation, any and all obligations, liabilities and indebtedness of the undersigned pursuant to Accommodations or otherwise outstanding under the Credit Agreement and the other Credit Documents to which it is a party.

6.2 Nature of Acknowledgements. The foregoing acknowledgements and confirmations (i) are in addition to and shall not limit, derogate from or otherwise affect any provisions of the Credit Agreement or the other Credit Documents, and (ii) do not serve as an acknowledgment by any of the Lenders or the Administrative Agent that, in the event of a future change to the constitution of any Loan Party, any material change to the terms of the Credit Agreement or the

other Credit Documents or any other change of circumstances, a similar acknowledgment and confirmation need be entered into.

6.3 Further Assurances. The parties hereto shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this First Amendment.

ARTICLE 7 GENERAL

7.1 Benefits. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

7.2 References to the Credit Agreement. As of and from the effective date of this First Amendment, each reference to the "Credit Agreement" in any of the Credit Documents (including the Credit Agreement) shall be deemed to be a reference to the Credit Agreement, as amended by this First Amendment.

7.3 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

7.4 Credit Document. This First Amendment shall be a Credit Document.

7.5 Limited Effect. Except as expressly provided herein, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrowers.

7.6 Counterparts. This First Amendment may be executed in any number of counterparts, including by facsimile or portable document format, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have executed this agreement.

**WHISTLER MOUNTAIN RESORT LIMITED
PARTNERSHIP**, by its general partner, **WHISTLER
BLACKCOMB HOLDINGS INC.**, as Borrower

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting
Officer

**BLACKCOMB SKIING ENTERPRISES LIMITED
PARTNERSHIP**, by its general partner, **WHISTLER
BLACKCOMB HOLDINGS INC.**, as Borrower

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting
Officer

[Signature Page to First Amending Agreement - Cover Amendment]

THE TORONTO-DOMINION BANK, as Administrative Agent

By: /s/ Feroz Haq

Name: Feroz Haq

Title: Director and Head Loan Syndications Agency

Internal

[Signature Page to First Amending Agreement - Cover Amendment]

THE TORONTO-DOMINION BANK, as Lender

By: /s/ Rahim Kabani
Name: Rahim Kabani
Title: Managing Director

By: /s/ Ben Montgomery
Name: Ben Montgomery
Title: Director

BANK OF AMERICA, N.A., CANADA BRANCH, as Lender

By: /s/ Derek Au-Yeung
Name: Derek Au-Yeung
Title: Senior Vice President

BANK OF MONTREAL, as Lender

By: /s/ Abigail Sacco
Name: Abigail Sacco
Title: Vice President

WELLS FARGO BANK, N.A., CANADIAN BRANCH, as Lender

By: /s/ Andre-Giles Charbonneau
Name: Andre-Giles Charbonneau
Title: Executive Director

ROYAL BANK OF CANADA, as Lender

By: /s/ Julia Latuskie
Name: Julia Latuskie
Title: Director, Corporate Client Group, Finance

CANADIAN IMPERIAL BANK OF COMMERCE, as Lender

By: /s/ Sam Riddington

Name: Sam Riddington

Title: Authorized Signatory

[Signature Page to First Amending Agreement - Cover Amendment]

FÉDÉRATION DES CAISSES DESJARDINS DU QUEBEC, as
Lender

By: /s/ Oliver Sumugod

Name: Oliver Sumugod

Title: Managing Director

By: /s/ Matt van Remmen

Name: Matt van Remmen

Title: Managing Director

[Signature Page to First Amending Agreement - Cover Amendment]

**WHISTLER MOUNTAIN RESORT LIMITED
PARTNERSHIP**, by its general partner, **WHISTLER
BLACKCOMB HOLDINGS INC.**, as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting
Officer

**BLACKCOMB SKIING ENTERPRISES LIMITED
PARTNERSHIP**, by its general partner, **WHISTLER
BLACKCOMB HOLDINGS INC.**, as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting
Officer

WHISTLER BLACKCOMB HOLDINGS INC., as Parent GP

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting
Officer

**WHISTLER & BLACKCOMB MOUNTAIN RESORTS
LIMITED**, as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting
Officer

PEAK TO CREEK LODGING COMPANY LTD., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

BLACKCOMB MOUNTAIN DEVELOPMENT LTD., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

GARIBALDI LIFTS LTD., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

WHISTLER BLACKCOMB EMPLOYMENT CORP., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

WHISTLER/BLACKCOMB MOUNTAIN EMPLOYEE HOUSING LTD., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

WHISTLER SKI SCHOOL LTD., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

WHISTLER HELI-SKIING LTD., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

PEAK TO CREEK HOLDINGS CORP., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

WB LAND INC., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

WHISTLER BLACKCOMB GENERAL PARTNER LTD., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

WB/T DEVELOPMENTS LTD., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

BLACKCOMB SKIING ENTERPRISES LTD., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

AFFINITY SNOWSPORTS INC., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

WHISTLER ALPINE CLUB INC., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

WB LAND (CREEKSIDE SNOW SCHOOL) INC., as Guarantor

By: /s/ Nathan Gronberg
Name: Nathan Gronberg
Title: Vice President, Controller and Chief Accounting Officer

1016563 B.C. LTD., as Guarantor

By: /s/ Nathan Gronberg

Name: Nathan Gronberg

Title: Vice President, Controller and Chief Accounting Officer

SUMMIT SKI LIMITED, as Guarantor

By: /s/ Nathan Gronberg

Name: Nathan Gronberg

Title: Vice President, Controller and Chief Accounting Officer

[Signature Page to First Amending Agreement - Cover Amendment]

EXHIBIT A
AMENDED CREDIT AGREEMENT

See attached.

[Exhibit to First Amending Agreement – Cover Amendment]

C\$~~300,000,000~~250,000,000
SECOND AMENDED AND RESTATED
CREDIT AGREEMENT¹

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP,
by its general partner, **WHISTLER BLACKCOMB HOLDINGS INC.**

and

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP,
by its general partner, **WHISTLER BLACKCOMB HOLDINGS INC.**
as Borrowers

- and -

THE GUARANTORS PARTY HERETO

- and -

THE FINANCIAL INSTITUTIONS NAMED HEREIN
as Lenders

- and -

THE TORONTO-DOMINION BANK
as Administrative Agent

- and -

TD SECURITIES
as Lead Arranger and Sole Bookrunner

- and -

ROYAL BANK OF CANADA BANK OF
MONTREAL
WELLS FARGO BANK, N.A., CANADIAN BRANCH BANK OF
AMERICA, N.A., CANADA BRANCH
as Co-Documentation Agents

¹ Conformed version reflects the First Amending Agreement dated as of September 24, 2025

**SECOND AMENDED AND RESTATED
CREDIT AGREEMENT**

Dated as of April 14, 2023

~~53661530.1~~ 53661530.7

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This **SECOND AMENDED AND RESTATED CREDIT AGREEMENT** (the “**Agreement**”) dated as of April 14, 2023, among Whistler Mountain Resort Limited Partnership, by its general partner, Whistler Blackcomb Holdings Inc., and Blackcomb Skiing Enterprises Limited Partnership, by its general partner, Whistler Blackcomb Holdings Inc. (together with Whistler Mountain Resort Limited Partnership, each individually a “**Borrower**” and collectively the “**Borrowers**”), each Guarantor from time to time party hereto, each Lender from time to time party hereto, and The Toronto-Dominion Bank, as Administrative Agent.

RECITALS

A. The Borrowers, the guarantors party thereto, Canadian Imperial Bank of Commerce, as administrative agent, and the lenders party thereto entered into a credit agreement dated as of November 9, 2010, as amended, providing for the Existing Credit Facilities (as defined in the First ARCA) (the “**Credit Agreement**”). Pursuant to the agency resignation and appointment agreement dated as of the November 12, 2013, between Canadian Imperial Bank of Commerce, as resigning administrative agent, the Administrative Agent, as successor Administrative Agent, and Borrowers and others party thereto, the Administrative Agent became administrative agent in respect of the Existing Credit Facilities.

B. The Borrowers, the guarantors party thereto, the Administrative Agent, and the lenders party thereto entered into an amended and restated credit agreement dated as of November 12, 2013 (the “**First ARCA**”), amending and restating the Existing Credit Facilities as a revolving credit facility in the aggregate principal amount of up to \$300,000,000 in favour of the Borrowers, on the terms and conditions contained therein;

C. The Borrowers, the Guarantors, the Administrative Agent and the Lenders have agreed to (i) amend the types of utilizations available to the Borrowers under such revolving credit facility on and after the Effective Date to reflect market practice, and (ii) extend the maturity date of such revolving credit facility, in each case, on the amended terms and subject to the conditions set forth herein, and in furtherance thereof such parties wish to amend and restate the First ARCA in its entirety as set out herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.01 Defined Terms

As used in this Agreement, including the recitals hereto, the following terms have the following meanings:

“**Accommodation**” means (i) an Advance made by a Lender on the occasion of any Borrowing; (ii) the creation and ~~purchase of Bankers’ Acceptances or the purchase of completed Drafts by a Lender or by any other Person on the occasion of any Drawing;~~ (iii) ~~the creation and~~ issue of Documentary Credits by the Swing Line Lender; and (iviii) the making of a Swing Line Advance by the Swing Line Lender (each of which is a “**Type**” of Accommodation).

“**Accommodation Notice**” means a Borrowing Notice, ~~a Drawing Notice~~ or an Issue Notice, as the case may be.

“**Accommodations Outstanding**” means, at any time,

- (i) under the Credit Facility, in relation to (a) the Borrowers and all Lenders, the amount of all Accommodations outstanding thereunder at such time made to the Borrowers, and (b) the Borrowers and each Lender, the amount of all Accommodations outstanding thereunder at such time made to the Borrowers by such Lender under its Commitment;
- (ii) in respect of Documentary Credits, the Face Amount of all Documentary Credits outstanding at such time issued by the Swing Line Lender to the Borrowers under the Swing Line Commitment; and
- (iii) in respect of Swing Line Advances, the amount of all Swing Line Advances outstanding at such time made to the Borrowers by the Swing Line Lender under the Swing Line Commitment.

In determining Accommodations Outstanding, the aggregate amount thereof shall be determined on the basis of (i) the aggregate principal amount of all Advances ~~and the Face Amount of all outstanding BA Instruments (if any) which any applicable Lender has purchased or arranged to have purchased;~~ and (ii) an amount equal to the Face Amount of all Documentary Credits for which any of the Lenders are contingently liable pursuant to Section 5.06(2) and the amount of all Swing Line Advances for which any of the Lenders are contingently liable pursuant to Section 3.06, (and in respect of each Lender, a rateable part of such amount). For purposes of determining amounts of borrowing availability under the Credit Facility and Section 2.05(1), in light of the Credit Facility being expressed in Canadian Dollars, any Accommodation made under the Credit Facility that is denominated in U.S. Dollars (and for purposes of such determinations only) shall be converted into its Equivalent Canadian \$ Amount.

“**Acquisition**” means any transaction, or any series of related transactions, consummated after the First ARCA Closing Date, by which any Person directly or indirectly, by means of a purchase of Equity Securities, amalgamation, merger, purchase of assets, or similar transaction having the same effect as any of the foregoing, (a) acquires any business or all or substantially all of the assets of any other Person engaged in any business, (b) acquires Control of securities of another Person engaged in a business representing more than 50% of the ordinary voting power for the election of directors or other governing body if the business affairs of such Person are managed by a board of directors or other

governing body, or (c) acquires Control of more than 50% of the ownership interest in any other Person engaged in any business that is not managed by a board of directors or other governing body.

“**Additional Lender**” has the meaning set forth in Section 2.12(3).

“Adjusted Daily Compounded CORRA” means, for purposes of any calculation, the rate per annum equal to (a) Daily Compounded CORRA for such calculation, plus (b) the Daily Compounded CORRA Adjustment; provided, if the rate determined above shall ever be less than the Floor, such rate shall be deemed to be the Floor for purposes of this Agreement.

“Adjusted Term CORRA” means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation, plus (b) the Term CORRA Adjustment; provided, if the rate determined above shall ever be less than the Floor, such rate shall be deemed to be the Floor for purposes of this Agreement.

“**Adjusted Term SOFR**” means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that, if the rate determined above shall ever be less than the Floor, such rate shall be deemed to be the Floor for purposes of this Agreement.

“**Administrative Agent**” means The Toronto-Dominion Bank as Administrative Agent for the Lenders under this Agreement, and any successor appointed pursuant to Section 14.07.

“**Administrative Agent’s Account for Payments**” means, for all payments by the Borrowers in Canadian Dollars or U.S. Dollars, as applicable, the following accounts maintained by the Administrative Agent at the Administrative Agent’s Branch of Account, to which payments and transfers are to be effected:

- (a) in respect of payments in Canadian Dollars:

SWIFT: TDOMCATTOR

Cdn \$ Account No: 0360-01-2301253

Favor: ~~TD~~The Toronto-Dominion Bank, Toronto – Corporate Lending Ref: Borrower name

- (b) in respect of payments in US Dollars:

Bank of America

100 West 33rd Street, New York, New York, U.S.A. 10001 ~~Bank of America~~

~~–New York~~ABA No: 026-009-593 SWIFT: BOFAUS3N

Account No: 6550-826-336

Account with: ~~TD – Bank~~The Toronto-Dominion Bank, 77 King Street West, 26th Floor, Toronto, Ontario, Canada M5K 1A2

SWIFT: TDOMCATTOR

Favor: ~~TD~~[The Toronto-Dominion](#) Bank, Toronto – Corporate Lending Account: 0360-01-2301447

Ref: Borrower name

or any other accounts of the Administrative Agent as the Administrative Agent may from time to time advise the Borrowers and the Lenders in writing.

“Administrative Agent’s Branch of Account” means the office of the Administrative Agent located at TD North Tower, 77 King Street West, 26th Floor, Toronto, Ontario, M5K 1A2, or other office or branch of the Administrative Agent in Canada as the Administrative Agent may from time to time advise the Borrowers and the Lenders in writing.

“Administrative Questionnaire” means an administrative questionnaire in a form supplied by the Administrative Agent.

“Advances” means the advances made by the Lenders pursuant to [Article 3](#) and **“Advance”** means any one of such Advances. Advances under the Credit Facility shall be denominated in Canadian Dollars or U.S. Dollars. Advances denominated in Canadian Dollars may (in accordance with and subject to Articles 2 and 3) be designated as Canadian Prime Rate Advances, [Daily Compounded CORRA Advances or Term CORRA Advances](#), and Advances denominated in U.S. Dollars may (in accordance with and subject to [Articles 2](#) and [3](#)) be designated as SOFR Advances or U.S. Base Rate Advances. Each of a Canadian Prime Rate Advance, a [Daily Compounded CORRA Advance, a Term CORRA Advance, a U.S. Base Rate Advance](#) and a SOFR Advance is a **“Type”** of Advance.

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Aggregate Commitment” means, at any time, ~~\$300,000,000~~[250,000,000](#), as such amount may from time to time be increased pursuant to [Section 2.12](#) or reduced pursuant to the terms hereof.

“Agreement” means this second amended and restated credit agreement, as amended, restated, supplemented, modified, renewed or replaced.

“Annual Business Plan” means, for any Financial Year, in form reasonably satisfactory to the Administrative Agent, (i) a detailed *pro forma* balance sheet, income statement and cash flow statement and (ii) *pro forma* calculations with respect to the Consolidated Total Leverage Ratio and Consolidated Interest Coverage Ratio in respect of the Borrowers and their Subsidiaries, prepared on a combined consolidated basis in accordance with GAAP, in respect of such Financial Year and the following ~~Fiscal~~[Financial](#) Year and supported by appropriate explanations, notes and information, all as approved by the board of directors of Parent GP in its capacity as general partner of each Borrower.

“Anti-Terrorism Law” means any laws relating to terrorism or money laundering, including Executive Order No. 13224, the *USA Patriot Act*, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by the United States Treasury Department’s Office of Foreign Asset Control, the *Criminal Code* (Canada), and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced).

“Applicable Margins” means, at any time, subject to the following sentence, the margins in basis points set forth and defined in Schedule 7. In respect of (i) ~~BA Instruments~~CORRA Advances, SOFR Advances and Documentary Credits, the Applicable Margin shall be the margin referred to in the column “~~BA Instruments~~CORRA/SOFR” or “Documentary Credits” as applicable, and (ii) Canadian Prime Rate Advances and U.S. Base Rate Advances, the Applicable Margin shall be the margin referred to in the column “Canadian Prime Rate/U.S. Base Rate Advances”. So long as no Default or Event of Default shall have occurred and be continuing, each Applicable Margin shall be adjusted as of two (2) Business Days after the date the Administrative Agent receives the relevant Compliance Certificate calculating the Consolidated Total Leverage Ratio; provided that, if the Borrowers fail to deliver a Compliance Certificate pursuant to Section 8.01(1)(a)(iii), each Applicable Margin shall be the highest applicable rate set forth in Schedule 7 until two (2) Business Days following the receipt of such Compliance Certificate, as applicable. Notwithstanding the foregoing, in respect of any ~~BA Instruments~~SOFR Advance or CORRA Advance outstanding at the effective time of the change in the Applicable Margin determined hereunder ~~(and only in respect of such outstanding BA Instruments at such time and not BA Instruments issued thereafter)~~, such change in the Applicable Margin shall not apply to such outstanding ~~BA Instruments~~SOFR Advance and CORRA Advance until the expiry of the Interest Period ~~or the contract maturity date~~ applicable thereto, ~~as the case may be~~.

“Applicable Percentage” means with respect to any Lender, the percentage of the Aggregate Commitment represented by such Lender’s Commitment. If the Commitments have terminated or expired, the Applicable Percentage shall be the percentage of the total Accommodations Outstanding represented by such Lender’s Accommodations Outstanding.

“Approved Fund” means any Fund, other than a Fund carrying on a business of purchasing, holding, disposing of or realizing upon distressed or underperforming Debt, that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Assets” means, with respect to any Person, any property (including real and personal property), assets (including any insurance proceeds) and undertakings of such Person of every kind and wheresoever situate, whether now owned or hereafter acquired (and, for greater certainty, includes any equity or like interest of any Person in any other Person).

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee and accepted by the Administrative Agent, in substantially the form of Schedule 9 or any other form approved by the Administrative Agent.

“Attributable Debt” means, at any date in relation to any finance leases, all obligations of such Person as lessee under such finance leases, in each case taken at the amount thereof accounted for as liabilities in accordance with GAAP.

“Authorization” means, with respect to any Person, any authorization, order, permit, approval, grant, licence, consent, franchise, certificate, judgment, writ, injunction, award, determination, direction, decree, by-law, rule or regulation of any Governmental Authority having jurisdiction over such Person.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if the then-current Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is removed by the Administrative Agent pursuant to Section 3.08.

~~“BA Discount Rate” means, for any Drawing Date, in respect of any Bankers’ Acceptances or Drafts to be purchased pursuant to Article 4 by (i) a Lender which is a Schedule I Bank, CDOR, and (ii) any other Lender, CDOR plus 0.10%. For greater certainty, if the rate as so determined is less than the Floor, it shall be deemed to be the Floor.~~

~~“BA Equivalent Note” has the meaning specified in Section 4.03(3).~~

~~“BA Instruments” means, collectively, Bankers’ Acceptances, Drafts and BA Equivalent Notes and, in the singular, any one of them.~~

~~“Bankers’ Acceptance” has the meaning specified in Section 4.01(1).~~

“basis point” means 1/100th of one percent.

“Benchmark” means, initially, Adjusted Term SOFR; provided that if a Benchmark Transition Event has occurred with respect to Adjusted Term SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.08(1)(a).

“Benchmark Replacement” means, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

- (a) the sum of: (i) Daily Simple SOFR and (ii) 0.10% (10 basis points), or
- (b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrowers giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

provided that, if the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrowers giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to the then-current Benchmark:

- (a) in the case of clauses (a) and (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) above with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Transition Event**” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 3.08 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 3.08.

“Beneficiary” means, in respect of any Documentary Credit, the beneficiary named in such Documentary Credit.

“Blackcomb LP” means Blackcomb Skiing Enterprises Limited Partnership, a limited partnership formed under the law of British Columbia as at the date hereof, or Parent GP, as general partner for Blackcomb Skiing Enterprises Limited Partnership, as the context requires, and its permitted successors and assigns.

“Blackcomb Partnership Agreement” means the amended and restated agreement of limited partnership dated November 12, 2010 as amended on June 27, 2017 with respect to Blackcomb LP made between Parent GP WB GP, Nippon GP and Nippon Cable Holdings (Canada) Ltd.

“Borrowers” and **“Borrower”** have the meaning assigned to them in the recitals.

“Borrowers’ Account” means, (i) in respect of Canadian Dollars, each Borrower’s Canadian Dollar account, and (ii) in respect of U.S. Dollars, the Borrower’s U.S. Dollar account, in each case, the particulars of which shall have been notified to the Administrative Agent by each Borrower.

“Borrowers’ Distributable Cash Amount” means, for any Measurement Period, (a) the Consolidated EBITDA of the Borrowers and their Consolidated Subsidiaries for such period less, to the extent not already deducted in the calculation of Consolidated EBITDA: (i) Consolidated Income Tax Expense for such period, and (ii) Consolidated Interest Expense to the extent payable in cash during such period, and mandatory debt servicing payments made by the Borrowers during such period, plus (b) the aggregate amount of undistributed and unexpended Borrowers’ Distributable Cash Amounts from any prior Measurement Period.

“Borrowing” means a borrowing consisting of one or more Advances.

“Borrowing Notice” has the meaning specified in Section 3.02(1).

“Breakage Costs” means all costs, losses and expenses incurred by any Lender by reason of the breakage of SOFR contracts and CORRA prepayments, all as set out in a certificate delivered to the Borrower by any Lender entitled to receive such reimbursement.

“Buildings and Fixtures” means all plants, buildings, structures, erections, improvements, appurtenances and fixtures (including fixed machinery and fixed

equipment) situate on or at the Owned Real Properties and/or Material Leased Real Properties and/or the Crown Real Properties.

“**Business**” means the business of the Loan Parties as conducted on the date hereof including, for greater certainty the operation of the four season mountain resort known as “Whistler Blackcomb” at Whistler, British Columbia and other recreational businesses at or around Whistler, British Columbia.

“**Business Day**” means any day of the year, other than a Saturday, Sunday or other day on which banks are required or authorized to close in Toronto, Ontario and Vancouver, British Columbia and, where used in the context of (i) U.S. Base Rate Advances, and in respect of any payment in U.S. Dollars, is also a day on which banks are not required or authorized to close in New York, New York; and (ii) a SOFR Advance, or any other calculation or determination involving SOFR, the term “Business Day” also means any day that is a U.S. Government Securities Business Day.

“**Canadian Available Tenor**” means, as of any date of determination and with respect to the then current Canadian Benchmark, as applicable, (x) if such Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Canadian Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Canadian Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Canadian Benchmark that is then-removed from the definition of “Interest Period”, pursuant to Section 3.07(4).

“**Canadian Benchmark**” means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA, or the then-current Canadian Benchmark, then “Canadian Benchmark” means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.07(4).

“**Canadian Benchmark Replacement**” means, with respect to any Canadian Benchmark Transition Event:

- (a) where a Canadian Benchmark Transition Event has occurred with respect to Term CORRA Reference Rate, Daily Compounded CORRA; and;
- (b) where a Canadian Benchmark Transition Event has occurred with respect to a Canadian Benchmark other than the Term CORRA Reference Rate, the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Canadian

Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Canadian Dollar-denominated syndicated credit facilities and (ii) the related Canadian Benchmark Replacement Adjustment.

If the Canadian Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Canadian Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

“Canadian Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Canadian Benchmark with an Canadian Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Canadian Unadjusted Benchmark Replacement by the Relevant Canadian Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Canadian Unadjusted Benchmark Replacement for Canadian Dollar-denominated syndicated credit facilities at such time.

“Canadian Benchmark Replacement Conforming Changes” means, with respect to the use or administration of a Canadian Benchmark or the use, administration, adoption or implementation of any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Canadian Prime Rate”, the definition of “Business Day”, the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of Borrowings or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.07 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

“Canadian Benchmark Replacement Date” means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Canadian Benchmark:

- (a) in the case of clause (a) or (b) of the definition of “Canadian Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof); or
- (b) in the case of clause (c) of the definition of “Canadian Benchmark Transition Event,” the first (1st) date on which such Canadian Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Canadian Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Canadian Available Tenor of such Canadian Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Canadian Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Canadian Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Canadian Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Canadian Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Canadian Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Canadian Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such

Canadian Benchmark (or such component), which states that the administrator of such Canadian Benchmark (or such component) has ceased or will cease to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark (or such component thereof); or

- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that all Canadian Available Tenors of such Canadian Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “Canadian Benchmark Transition Event” will be deemed to have occurred with respect to any Canadian Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Canadian Available Tenor of such Canadian Benchmark (or the published component used in the calculation thereof).

“Canadian Benchmark Unavailability Period” means, the period (if any)

(a) beginning at the time that a Canadian Benchmark Replacement Date has occurred if, at such time, no Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 3.07, and (b) ending at the time that a Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 3.07.

“Canadian Benefit Plan” means any plan, fund, program or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, bonus, profit sharing, deferred compensation, incentive compensation, employment insurance benefits, employee loans, vacation pay, severance or termination pay, under which any Loan Party has any liability with respect to any of its employees or former employees employed in Canada, and includes any Canadian Pension Plan but excludes any plan, fund, program or policy established pursuant to provincial or federal Law.

“Canadian Dollars”, and **“Cdn. \$”** each mean lawful money of Canada.

“Canadian Pension Plans” means each pension plan required to be registered under Canadian federal or provincial law that is maintained or contributed to by any Loan Party for its employees or former employees, but does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec.

“**Canadian Prime Rate**” means, at any time, the rate of interest per annum equal to the greater of (i) the rate which the principal office of the Administrative Agent in Toronto, Ontario then quotes, publishes and refers to as its “**prime rate**” and which is its reference rate of interest for loans in Canadian Dollars made in Canada to commercial borrowers; and (ii) Adjusted Term CORRA for an interest period of one (1) month ~~CDOR~~ in effect ~~on~~ such day, plus 1.0% per annum, adjusted automatically with each quoted, published or displayed change in such rate, all without necessity of any notice to the Borrowers or any other Person. For greater certainty, if the rate as so determined is less than the Floor, it shall be deemed to be the Floor.

“**Canadian Prime Rate Advance**” means an Advance that bears interest based on the Canadian Prime Rate.

“**Canadian Unadjusted Benchmark Replacement**” means the applicable Canadian Benchmark Replacement excluding the related Canadian Benchmark Replacement Adjustment.

“**Capital Expenditures**” means, in respect of any Person, expenditures made by such Person for the purchase, lease or acquisition of Assets (other than current Assets) required to be capitalized for financial reporting purposes in accordance with GAAP.

“**Capital Lease Obligation**” of any Person means any obligation of such Person to pay rent or other amounts under a lease of property, real or personal, moveable or immoveable, that is accounted for in accordance with GAAP (as it existed prior to the implementation of IFRS 16) as a capitalized lease.

~~“**CDOR**” means, on any day for any period, the average rate applicable to Canadian Dollar bankers’ acceptances with a maturity comparable to such period appearing on the Refinitiv Screen CDOR Page at approximately 10:20 a.m. (Toronto time) on such date, as determined by the Administrative Agent; provided that, if such rate is not available at such time for any reason, then the “CDOR” for such period shall be the rate applicable to Canadian Dollar bankers’ acceptances with a maturity comparable to such period quoted by the Administrative Agent at approximately 10:20 a.m. (Toronto time) on such date; provided that if CDOR as so determined shall be less than the Floor, such rate shall be deemed to be the Floor for purposes of this Agreement.~~

“**Change in Law**” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in Law or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any Law by any Governmental Authority. Without limiting the generality of the foregoing, all requests, rules, regulations, guidelines and directives under, or issued in connection with, the *Dodd-Frank Wall Street Reform and Consumer Protection Act* or promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision pursuant to Basel III (or any successor or similar authority or any United States, Canadian or foreign regulatory authority), all interpretations and applications thereof, and any compliance by a lender with any request or directive relating thereto, shall be deemed a “Change in Law” regardless of the date enacted, adopted, applied or issued.

“Change of Control” means at any time (a) any Person or group of Persons acting jointly or in concert, other than the Excluded Holders, collectively shall beneficially own capital stock of Parent GP representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of Parent GP, or (b) Parent GP ceases to own, directly or indirectly, 75% of the partnership interests (that is, the limited partner and general partner Equity Securities) of each of the Borrowers, or (c) Parent GP ceases to be the general partner of each of the Borrowers or (d) a majority of the directors of Parent GP cease to be independent within the meaning of Sections 1.4 and 1.5 of National Instrument 52-110 of the Canadian Securities Administrators.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” means the Assets of the Loan Parties and the Limited Recourse Guarantors in respect of which the Administrative Agent or any Lender has an Encumbrance pursuant to a Security Document or in which an Encumbrance is intended to be created in favour of the Administrative Agent or any Lender pursuant to the terms of a Security Document.

“Commitment” means, as to all Lenders at any time, the amount specified in the definition of “Aggregate Commitment”, and as to any Lender at any time, the amount set forth opposite such Lender’s name in Schedule 10 attached hereto under the caption “Commitment”, as such amount may be increased or reduced from time to time in accordance with the provision of this Agreement.

“Commitment Fees” has the meaning assigned to such term in Section 2.07(1).

“Commitment Increase” has the meaning set forth in Section 2.12(1).

“Compliance Certificate” means a certificate of the Borrowers signed by the respective chief executive officer, chief financial officer or any other senior officer of Parent GP, substantially in the form attached hereto as Schedule 8.

“Conforming Changes” means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day,” the definition of “U.S. Base Rate”, the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), the timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Breakage Costs, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent

decides is necessary in connection with the administration of this Agreement and the other Credit Documents).

“Consolidated Debt” means, at any time, the aggregate amount of all combined consolidated Debt of the Loan Parties and their Subsidiaries, other than the Real Estate Development SPVs, determined on a combined consolidated basis in accordance with GAAP and without duplication as of such time.

“Consolidated Depreciation and Amortization Expense” means, for any Measurement Period, depreciation and amortization expense of the Relevant Persons for such period, determined on a combined consolidated basis in accordance with GAAP (as it existed prior to the implementation of IFRS 16).

“Consolidated EBITDA” means, in respect of a Person and its Subsidiaries or the Loan Parties, as the context requires, (the **“Relevant Persons”**) for any Measurement Period, Consolidated Net Income for such period (i) increased by, to the extent deducted in calculating Consolidated Net Income, the sum, without duplication, of (A) Consolidated Interest Expense for such period; (B) Consolidated Income Tax Expense for such period;

(C) non-cash items, including Consolidated Depreciation and Amortization Expense, deferred taxes, foreign currency translation adjustments, non-cash losses resulting from marking-to-market the outstanding Hedging Agreements of the Relevant Persons and stock options for such period; (D) losses on disposal of assets, impairment of goodwill and intangible assets and any extraordinary, non-recurring or unusual non-cash items decreasing Consolidated Net Income for such period; and (E) fees, costs and expenses incurred in connection with the acquisition of Parent GP by Vail Resorts, Inc., and

(ii) decreased by the sum, without duplication, of (A) all cash payments during such period relating to non-cash charges which were added back in determining EBITDA in any prior period; (B) all gains realized on Dispositions of Real Estate Development Assets during such period; and (C) to the extent included in calculating Consolidated Net Income, the sum of (1) non-cash gains resulting from marking-to-market the outstanding Hedging Agreements of the Relevant Persons and foreign currency translation adjustments, (2) gains on disposal of assets and (3) any extraordinary non-recurring or unusual non-cash items increasing Consolidated Net Income; and (iii) increased by the sum of all dividends or other distributions paid in cash to a Loan Party by a Real Estate Development SPV in such period; all as determined at such time in accordance with GAAP.

For purposes of calculating Consolidated EBITDA for any period pursuant to any determination of the Consolidated Interest Coverage Ratio and Consolidated Total Leverage Ratio, if during such period (or in the case of calculations determined on a Pro Forma Basis, during the period from the last day of such period to and including the date as of which such calculation is made) a Relevant Person shall have made a Material Disposition or a Material Permitted Acquisition, Consolidated EBITDA will be determined after giving effect to any Pro Forma Adjustments in connection with such Material Permitted Acquisition or Material Disposition.

“Consolidated Income Tax Expense” means, for any Measurement Period, the aggregate of all Taxes (including deferred Taxes) based on income of (i) the Loan Parties for such period, determined on a combined consolidated basis in accordance with GAAP, or (ii) any other Person and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, as the context requires.

“Consolidated Interest Coverage Ratio” means, for any Measurement Period, the ratio of (a) Consolidated EBITDA of the Loan Parties for such period to (b) Consolidated Interest Expense for such period.

“Consolidated Interest Expense” means for any Measurement Period, all items properly classified as interest expense in accordance with GAAP, minus interest income during such period in accordance with GAAP, (i) for the Loan Parties determined on a combined consolidated basis and (ii) for any other Person and its Subsidiaries determined on a consolidated basis, as the context requires; provided that: (a) for purposes of calculating the Consolidated Interest Coverage Ratio, (i) the portion of Permitted Distributions to the Limited Recourse Guarantors that is presented as a finance expense in the financial statements of the Borrowers, and (ii) any portion of finance expense attributable to WAC Membership Deposits; and (b) for purposes of calculating the Borrower’s Distributable Cash Amount, (i) the portion of Permitted Distributions to the Limited Recourse Guarantors that is presented as a finance expense in the financial statements of the Borrowers, and (ii) any portion of finance expense attributable to WAC Membership Deposits, shall be excluded from Consolidated Interest Expense.

For purposes of calculating Consolidated Interest Expense for any period pursuant to any determination of the Consolidated Interest Coverage Ratio, if during such period (or in the case of calculations determined on a Pro Forma Basis, during the period from the last day of such period to and including the date as of which such calculation is made) a Relevant Person shall have made a Material Disposition or a Material Permitted Acquisition, Consolidated Interest Expense will be determined after giving effect to any Pro Forma Adjustments in connection with such Material Permitted Acquisition or Material Disposition.

“Consolidated Net Income” means, for any Measurement Period, the net income (loss) for such period of (i) the Loan Parties determined on a combined consolidated basis in accordance with GAAP or (ii) any other Person and its Subsidiaries determined on a consolidated basis in accordance with GAAP, as the context requires.

“Consolidated Subsidiary” means a Subsidiary of a Borrower, other than a Real Estate Development SPV.

“Consolidated Total Leverage Ratio” means, for any Measurement Period, the ratio of
(a) Consolidated Debt as of the last day of the relevant Measurement Period to
(b) Consolidated EBITDA of the Loan Parties for such period.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have corresponding meanings.

“**CORRA**” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator). “**CORRA Advances**” means Term CORRA Advances and Daily Compounded CORRA Advances.

“**CORRA Interpolated Rate**” means, for any CORRA Advance for a CORRA Non-Standard Interest Period, the rate *per annum* determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) Adjusted Term CORRA for the longest Interest Period that is not a CORRA Non-Standard Interest Period for which Adjusted Term CORRA is available that is shorter than the CORRA Non-Standard Interest Period of such CORRA Advance and (b) Adjusted Term CORRA for the shortest Interest Period that is not a CORRA Non-Standard Interest Period for which Adjusted Term CORRA is available that exceeds the CORRA Non-Standard Interest Period of such CORRA Advance, at such time; provided that when determining the CORRA Interpolated Rate for a CORRA Non-Standard Interest Period which is less than one (1) month, the CORRA Interpolated Rate shall be deemed to be Adjusted Term CORRA for an Interest Period of one (1) month’s duration.

“**CORRA Non-Standard Interest Period**” has the meaning specified in the definition of “**Term CORRA**”.

“**Credit Documents**” means this Agreement, ~~the BA Instruments~~, the Documentary Credits, the Security Documents, the Eligible Hedging Agreements, the Fee Letters, Other Secured Agreements, the Guarantees, the Limited Recourse Guarantees, each Province Consent, certificates and written notices executed by any of the Loan Parties or the Limited Recourse Guarantors and delivered to the Administrative Agent or the Lenders, or both, and all other documents executed and delivered to the Administrative Agent or the Lenders, or both, by any of the Loan Parties or the Limited Recourse Guarantors in connection with the Credit Facility.

“**Credit Facility**” means the revolving credit facility made available to the Borrowers in accordance with Article 2.

“**Crown Real Properties**” means the lands subject to the Crown Tenures.

“**Crown Tenures**” means, collectively, the Development Agreements and all rights and interests held by any Loan Party in Crown lands used or occupied in the operation of the Business, the current working list of which is set forth in Part 2 of Schedule F, as updated from time to time in accordance with Section 8.01(1)(c), and for certainty includes the interest of any Loan Party in the Buildings and Fixtures on the Crown Real Properties.

“Daily Compounded CORRA” means, for any day (a “Daily Compounded CORRA Rate Day”), a rate per annum equal to CORRA (with interest accruing on a compounded daily basis, with the methodology and conventions for this rate being established by the Administrative Agent, in its discretion, which will include compounding in arrears with a lookback) for the day (such day, the “Daily Compounded CORRA Determination Day”), that is either two (2) Business Days or five (5) Business Days, at the Administrative Agent’s discretion, prior to (a) if such Daily Compounded CORRA Rate Day is a Business Day, such Daily Compounded CORRA Rate Day, or (b) if such Daily Compounded CORRA Rate Day is not a Business Day, the Business Day immediately preceding such Daily Compounded CORRA Rate Day, in each case, as CORRA is published by the administrator; provided, however, that if as of 5:00 p.m. (Toronto time) on any Daily Compounded CORRA Determination Day, CORRA for the applicable tenor has not been published by the administrator and a Canadian Benchmark Replacement Date with respect to Daily Compounded CORRA has not occurred, then Daily Compounded CORRA will be CORRA as published by the administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Daily Compounded CORRA Determination Day.

“Daily Compounded CORRA Adjustment” means a percentage equal to 0.29547% per annum and 0.32138% per annum for a one (1) month and three (3) month period, respectively.

“Daily Compounded CORRA Advances” means an Advance that bears interest at a rate based on Adjusted Daily Compounded CORRA.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

“Day Skier Lots” means the day use parking area located on lands owned by the Resort Municipality of Whistler and designated for use by the Province for parking purposes, used and operated by the Borrowers pursuant to a Whistler Village Day Skier Parking Lot Facility Operating Agreement made as of the 31st day of October, 2008 among the Resort Municipality of Whistler, Whistler LP and Blackcomb LP.

“Debenture” has the meaning specified in Section 2.13(1)(d).

“Debt” of any Person means, at any time (without duplication), (i) all indebtedness of such Person for borrowed money including borrowings of bankers’ acceptances, letters of credit or letters of guarantee; (ii) all indebtedness of such Person for the deferred purchase price of property or services represented by a note or other evidence of indebtedness to the extent the same would be required to be shown as a liability on a balance sheet prepared in accordance with GAAP; (iii) all indebtedness of such Person

created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person to the extent of the value of such property (other than customary reservations or retention of title under agreements with suppliers entered into in the ordinary course of business); (iv) all obligations of another Person secured by an Encumbrance on any Assets of such Person; (v) all Capital Lease Obligations of such Person; (vi) the aggregate amount at which any Equity Securities in the capital of such Person which are redeemable or retractable at the option of the holder may be retracted or redeemed for cash or indebtedness of the type described in clause (i) above provided all conditions precedent for such retraction or redemption have been satisfied; (vii) all other obligations of such Person upon which interest charges are customarily paid by such Person other than any such obligations incurred in the ordinary course of business of such Person for the purposes of carrying on the same and not evidenced by a note, bond, debenture or other evidence of indebtedness; (viii) the net amount of all obligations of such Person (determined on a marked-to-market basis) under Hedging Agreements; (ix) all Synthetic Debt of such Person; and (x) all Debt Guaranteed by such Person; provided that, "Debt" shall not include accrued expenses and current trade payables arising in the ordinary course of business, or, solely for purposes of the calculation of "Consolidated Debt", Debt in respect of WAC Membership Deposits, and the guarantees made by the Borrowers to WAC Members in respect of WAC Membership Deposits.

"Debt Guaranteed" by any Person means the maximum amount which may be outstanding at the relevant time of all Debt which is directly or indirectly guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, or in respect of which such Person has otherwise assured a creditor or other Person against loss; provided that in circumstances in which less than such amount has been guaranteed by such Person, only the guaranteed amount shall be taken into account in determining such Person's Debt Guaranteed.

"Default" means any event or condition that, with the giving of any notice, passage of time, or both, would constitute an Event of Default.

"Development Agreements" means (i) the Master Development Agreement Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Forests, Lands and Natural Resource Operations and Blackcomb Skiing Enterprises Limited Partnership, dated as of February 23, 2017 with respect to Blackcomb Mountain (as amended, modified, restated or replaced from time to time as permitted hereunder) and (ii) the Master Development Agreement between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Forests, Lands and Natural Resource Operations, dated February 23, 2017, with respect to Whistler Mountain (as amended, modified, restated or replaced from time to time as permitted hereunder).

“Disclosed Matters” means the actions, suits and proceedings and the environmental matters disclosed in Schedule B and Schedule J.

“Disposition” means with respect to any Asset of any Person, any direct or indirect sale, lease (where such Person is the lessor of such Asset), assignment, cession, transfer, exchange, conveyance, release or gift of such Asset, including by means of a ~~Safe and Leaseback~~ Sale-Leaseback Transaction, or any reorganization, consolidation, amalgamation or merger of such Person pursuant to which such Asset becomes the property of any other Person; and **“Dispose”**, **“Disposal”** and **“Disposed”** have meanings correlative thereto.

“Documentary Credit” means a letter of credit (including a standby letter of credit) or a letter of guarantee issued or to be issued by the Swing Line Lender for the account of the Borrowers pursuant to Article 5 and denominated in Canadian Dollars or U.S. Dollars as may be requested by a Borrower and agreed to by the Swing Line Lender, as the same may be amended, supplemented, extended or restated from time to time.

“Documentary Credit Participation Fee” means the fee in basis points per annum set forth and defined in Schedule 7.

~~**“Draft”** means, at any time, (i) a bill of exchange, within the meaning of the *Bills of Exchange Act* (Canada), drawn by a Borrower on a Lender or any other Person and bearing such distinguishing letters and numbers as the Lender or the Person may determine, but which at such time has not been completed as to the payee by the Lender or the Person; or (ii) a depository bill within the meaning of the *Depository Bills and Notes Act* (Canada);~~

~~**“Drawing”** means (i) the acceptance and purchase of Bankers’ Acceptances by a Lender or by any other Person pursuant to Article 4; or (ii) the purchase of completed Drafts by a Lender or by any other Person pursuant to Article 4.~~

~~**“Drawing Date”** means any Business Day fixed for a Drawing pursuant to Section 4.03.~~

~~**“Drawing Fee”** means, with respect to each Bankers’ Acceptance or Draft drawn by a Borrower and purchased by any Person on any Drawing Date, an amount equal to the Applicable Margin, multiplied by the product of (i) a fraction, the numerator of which is the number of days, inclusive of the first day and exclusive of the last day, in the term of maturity of such Bankers’ Acceptance or Draft, and the denominator of which is 365, and (ii) the aggregate face amount of such Bankers’ Acceptance or Draft.~~

~~**“Drawing Notice”** has the meaning specified in Section 4.03(1).~~

~~**“Drawing Price”** means, in respect of each Bankers’ Acceptance or Draft purchased by a Lender or any other Person, the result obtained by multiplying (a) the aggregate Face Amount of such Bankers’ Acceptance or Draft by (b) the amount (rounded up or down to the fifth decimal place with .000005 being rounded up) determined by dividing one by the sum of one plus the product of (x) the BA Discount Rate, and (y) a fraction the numerator of which is the number of days to maturity of such Bankers’ Acceptance or~~

~~Draft, inclusive of the first day and exclusive of the last day of such term, and the denominator of which is 365.~~

~~“**Drawing Proceeds**” means, in respect of any Bankers’ Acceptance or Draft purchased by a Lender or any other Person, an amount equal to (i) the Drawing Price in respect of such Bankers’ Acceptance or Draft; minus (ii) the applicable Drawing Fee in respect of such Bankers’ Acceptance or Draft.~~

“**Effective Date**” means April 14, 2023.

“**Eligible Assignee**” means any Person (other than a natural person, any Loan Party, or any competitor of the Borrowers or their Affiliates identified in writing by the Borrowers to the Administrative Agent (and reasonably acceptable to the Administrative Agent) prior to an assignment), in respect of which any consent that is required by Section 17.01 has been obtained.

“**Eligible Hedging Agreements**” means one or more agreements between the Loan Parties and a Lender or an Affiliate of a Lender (collectively, the “**Hedge Lenders**”), evidenced by a form of agreement published by the International Swaps and Derivatives Association, Inc. (or other form approved by the Administrative Agent) using the full two-way payment method to calculate amounts payable thereunder and evidencing (i) any interest rate hedge (including any interest rate swap, cap or collar); or (ii) any foreign exchange hedge, provided that any such hedging agreement entered into by any Loan Party and any Person that (i) was entered into prior to the date of this Agreement with a Person that as of the date of this Agreement becomes a Lender or (ii) was a Lender at the time such agreement was entered into, shall continue to be an Eligible Hedging Agreement notwithstanding that such Person ceases, at any time, to be a Lender hereunder.

“**Encumbrance**” means any hypothec, mortgage, pledge, security interest, encumbrance, lien, charge or any other arrangement (including a deposit arrangement) or condition that in substance secures payment or performance of an obligation and includes the interest of a vendor or lessor under any conditional sale agreement, finance lease or other title retention agreement.

“**Environmental Laws**” means all applicable Laws relating to the environment, occupational health and safety matters or conditions, Hazardous Substances, pollution or protection of the environment, including Laws relating to (i) on-site or off-site contamination; (ii) occupational health and safety relating to Hazardous Substances; (iii) Releases of Hazardous Substances into the environment; and (iv) the manufacture, processing, distribution, use, treatment, storage, transport, disposal or handling of Hazardous Substances, the clean-up or other remediation thereof, and including, without limitation, the *Canadian Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Migratory Birds Protection Act* (Canada), the *Species at Risk Act* (Canada), the *Hazardous Products Act* (Canada), the *Canada Shipping Act* (Canada) and the *Canada Wildlife Act* (Canada), and any analogous provincial or local statutes.

“Environmental Liabilities” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), directly or indirectly resulting from or based upon (a) any Environmental Law or violation thereof, (b) the Loan Parties’ generation, use, handling, collection, treatment, storage, transportation, recovery, recycling or disposal of any Hazardous Substances, (c) exposure to any Hazardous Substances, (d) the presence or Release or threatened Release of any Hazardous Substances into the environment, or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permits” includes all permits, certificates, approvals, registrations, statements, licences, exemptions or other documents having the effect of an authorization issued by any Governmental Authority or pursuant to Environmental Law, to any of the Loan Parties or to the Business and required for the operation of the Business or the use of the Owned Real Properties, Leased Real Properties, Crown Real Properties or other Assets of any of the Loan Parties under Environmental Laws.

“Equity Securities” means, with respect to any Person, any and all shares, units, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person’s capital, whether outstanding on the First ARCA Closing Date or issued after the First ARCA Closing Date, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing.

“Equivalent Canadian \$ Amount” means, at any relevant time on any day and with respect to any amount denominated in U.S. Dollars, the amount of Canadian Dollars which would be required to buy such amount of U.S. Dollars at the Bank of Canada rate at such time on such day (as quoted or published by the Bank of Canada). For the purposes of the calculation of the Commitment Fees, principal amount outstanding in

U.S. Dollars on each day during the financial quarter shall be converted into the Equivalent Canadian \$ Amount by applying the monthly average Bank of Canada rate posted on the last Business Day of the applicable month during such financial quarter.

“Equivalent U.S. \$ Amount” means, at any relevant time on any day and with respect to any amount denominated in Canadian Dollars, the amount of U.S. Dollars which would be required to buy such amount of Canadian Dollars at the Bank of Canada rate at such time on such day (as quoted or published by the Bank of Canada).

“Erroneous Payment” has the meaning set forth in Section 25.01.

“Erroneous Payment Notice” has the meaning set forth in Section 25.01(1).

“Event of Default” has the meaning specified in Section 9.01.

“Excluded Holders” means Vail Resorts, Inc. and its Affiliates.

“**Excluded Taxes**” means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of a Loan Party hereunder or under any Credit Document (collectively in this definition, a “**Recipient**”), (a) taxes imposed on or measured by its net income or capital, and franchise taxes imposed on it (in lieu of or in addition to net income taxes), by Canada (or any political subdivision thereof), or by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or resident or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes or any similar tax imposed by Canada (or any political subdivision thereof), or by any jurisdiction (or any political subdivision thereof) in which the Lender is located; (c) any Taxes, assessments or other governmental charges which would not have been imposed but for the existence of any present or former connection (other than the mere holding of an interest in the facilities or being a beneficiary of any Credit ~~Agreement~~Document) between any Recipient and the jurisdiction (or any political subdivision thereof) in which such Taxes, assessments or other governmental charges are paid or payable (whether disputed or not), including, such Recipient being or having been a resident or citizen thereof, being or having been present or engaged in trade or business therein, or having or having had a permanent establishment therein, in each case other than as a result of the mere holding of an interest in the facilities or being a beneficiary under any Credit ~~Agreement~~Document (provided that for greater certainty, the exclusion in this clause (c) shall not apply to exclude Taxes under Part XIII of the *Income Tax Act* (Canada) or any successor provisions thereof); (d) Taxes imposed, levied, collected, assessed or withheld by or within Canada (or any political subdivision thereof) with respect to a payment to any Recipient which does not deal at arm’s length with the Borrowers or their members within the meaning of the *Income Tax Act* (Canada) at the time of the payment; (e) any Taxes, assessments or other governmental charges which would not have been imposed but for a disposition or deemed disposition by a Recipient of an interest in any Credit ~~Agreement~~Document to a person resident in Canada with which such Recipient does not deal at arm’s length, all within the meaning of the *Income Tax Act* (Canada) (provided that for greater certainty this clause (e) may apply where its provisions are applicable to exclude Taxes under Part XIII of the *Income Tax Act* (Canada) or any successor provisions thereof), (f) Taxes imposed, levied, collected, assessed or withheld by or within Canada (or any political subdivision thereof) with respect to payments made by the Borrowers or their members to the extent that such payments are in respect of services rendered in Canada and (g) any U.S. federal withholding Taxes imposed under FATCA.

“**Face Amount**” means ~~(i) in respect of a BA Instrument, the amount payable to the holder on its maturity; and (ii)~~ in respect of a Documentary Credit, the undrawn face amount thereof, being the maximum amount which the Swing Line Lender is contingently liable to pay to the beneficiary thereof.

“**FATCA**” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of

the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

“Federal Funds Rate” means for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to Administrative Agent, in its capacity as a Lender, on such day on such transactions as determined by Administrative Agent.

“Fee Letters” means collectively the amended and restated agency fee agreement between the Borrowers and the Administrative Agent dated as of the date hereof, and any other fee letter from time to time entered into between the Borrowers, the Administrative Agent or the Lenders, as amended, restated or replaced from time to time.

“Fees” means the fees payable by the Borrowers under this Agreement or under any other Credit Document.

“Financial Officer” of a Person means the chief financial officer, principal accounting officer, treasurer or controller of that Person.

“Financial Quarter” means a period of approximately three consecutive months in each Financial Year ending on ~~December~~October 31, ~~March~~January 31, ~~June~~April 30, and ~~September 30~~July 31, as the case may be, of such year.

“Financial Year” means the financial year of the Borrowers commencing on ~~October~~August 1 of each calendar year and ending on ~~September 30~~July 31 of the following calendar year.

“First ARCA” has the meaning assigned to it in the recitals hereto.

“First ARCA Closing Date” means November 12, 2013.

“Floor” means a rate of interest equal to zero percent (0.00%) per annum.

“Foreign Lender” means any Lender that is not resident for income tax or withholding tax purposes under the laws of Canada and that is not otherwise considered or deemed in respect of any amount payable to it hereunder or under any Credit Document to be resident for income tax or withholding tax purposes in Canada by application of the laws of Canada.

“**Fund**” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“**GAAP**” means IFRS applied on a consistent basis; provided, however, that, in the event of a change in GAAP that would affect the computation of any financial covenant, ratio, accounting definition or requirement set forth in this Agreement or any other Credit Document, if the Borrowers or the Majority Lenders shall so request, the Administrative Agent, the Majority Lenders and the Borrowers shall negotiate in good faith, each acting reasonably, to amend such financial covenant or requirement to preserve the original intent thereof in light of such change in GAAP; provided, further, that, until so amended as provided in the preceding proviso, (a) such ratio or requirement shall continue to be computed in accordance with GAAP without regard to such change therein, and (b) the Loan Parties shall furnish to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement, setting forth a reconciliation between calculations of such financial covenant or requirement made before and after giving effect to such change in GAAP. Upon written notice to the Administrative Agent, the Borrowers may elect to prepare their financial statements in accordance with U.S. GAAP and such election shall be treated as a “change in GAAP” under the foregoing provisos of this definition. Notwithstanding the foregoing, the parties hereto agree that (i) for purposes of the determination of lease obligations of the Loan Parties hereunder, such determination shall be made without regard to any changes to GAAP resulting from the adoption of IFRS 16, and (ii) the Borrowers shall not be required to furnish to the Administrative Agent and the Lenders a reconciliation between the calculation of the financial covenants or other requirements made before and giving after effect to the adoption of IFRS 16.

“**Governmental Authority**” means the government of Canada, the United States or any other nation, or of any political subdivision, whether provincial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

“**Guarantee**” means the guarantee of each Loan Party and Parent GP set forth in Article 23 hereof and any additional guarantee of a Guarantor in respect of the obligations of the Borrowers under the Credit Documents.

“**Guarantee and Security Confirmation**” assigned to such term in Section 6.03(4).

“**Guarantors**” means, collectively, each Borrower, Parent GP, Whistler Blackcomb Employment Corp., Blackcomb Skiing Enterprises Ltd., Whistler Blackcomb General Partner Ltd., WB Land Inc., Whistler/Blackcomb Mountain Employee Housing Ltd., Whistler & Blackcomb Mountain Resorts Limited, WB/T Development Ltd., Peak to Creek Lodging Company Ltd., Peak to Creek Holdings Corp., Whistler Heli-Skiing Ltd., Blackcomb Mountain Development Ltd., Garibaldi Lifts Ltd., Whistler Ski School Ltd., Affinity Snowsports Inc., Whistler Alpine Club Inc., WB Land (Creekside Snow School)

Inc., 1016563 B.C. Ltd., Summit Ski Limited, and each other entity that becomes a Subsidiary of a Borrower after the Effective Date (other than a Real Estate Development SPV) or provides a guarantee in respect of the obligations of the Borrowers under the Credit Documents after the Effective Date, and each individually is a “**Guarantor**”.

“**Hazardous Substance**” means any substance, waste, liquid, gaseous or solid matter, sound, radiation, vibration, fuel, organic or inorganic matter, alone or in any combination which is regulated or designated under any applicable Environmental Laws, including as toxic or as a hazardous waste, a hazardous substance, a hazardous material, a pollutant, a deleterious substance, a contaminant or a pollutant, including petroleum or any derivative thereof or toxic mold or regulated radioactive material.

“**Hedge Lenders**” has the meaning specified in the definition of “**Eligible Hedging Agreements**” herein.

“**Hedging Agreements**” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or Debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, or each relevant transaction under any such agreement, as the context so admits; provided that no phantom stock or similar plan providing for payments to current or former directors, officers, employees or consultants (in their capacities as such) of a Borrower or any of its Subsidiaries shall be a Hedging Agreement and provided further that “**Hedging Agreements**” shall include all Eligible Hedging Agreements.

“**Hedging Obligations**” means, with respect to any Person, the Person’s payment obligations under Hedging Agreements calculated on a mark-to-market basis at the date of determination.

“**IFRS**” means International Financial Reporting Standards.

“**Incremental Amendment**” has the meaning set forth in Section 2.12(5).

“**Incremental Commitment Request**” has the meaning set forth in Section 2.12(1).

“**Incremental Commitments**” has the meaning set forth in Section 2.12(1).

“**Incremental Facility Closing Date**” has the meaning set forth in Section 2.12(4).

“**Incremental Lenders**” has the meaning set forth in Section 2.12(3).

“**Indemnified Taxes**” means Taxes other than Excluded Taxes.

“**Instruments**” means (i) a bill, note or cheque within the meaning of the *Bills of Exchange Act* (Canada) or any other writing that evidences a right to the payment of money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, or (ii) a letter of credit and an advice of

credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, or (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, or (iv) documents of title or any other writing that purports to be issued by or addressed to a bailee and purports to cover such goods in the bailee's possession as are identified or fungible portions of an identified mass, and that in the ordinary course of business is treated as establishing that the Person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers, or (v) any document or writing commonly known as an instrument.

“Intellectual Property” means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs.

“Intercompany Instruments” means all promissory notes and other Instruments issued by or evidencing an obligation of any Loan Party to another Loan Party.

“Intercompany Securities” means (i) all Securities issued by any Loan Party to another Loan Party or any Subsidiary of a Loan Party to a Loan Party and (ii) all Securities issued by a Loan Party to Parent GP.

“Interest Period” means

- (a) ~~“Interest Period” means, for each SOFR Advance, a period which commences~~
~~(i) in the case of the initial Interest Period, on the date the SOFR Advance is made or converted~~
~~from another Type of Accommodation, and (ii) in the case of any subsequent Interest Period, on~~
~~the last day of the immediately preceding Interest Period in respect of a maturing SOFR Advance,~~
~~and which ends, in either case, on the day selected by the Borrower in the applicable Borrowing~~
~~Notice or Rollover/Conversion Notice. The duration of each Interest Period shall be 1, 3 or 6~~
~~with~~
~~respect to any Term CORRA Advance, the period commencing on the date such Term~~
~~CORRA Advance is advanced, continued, or created by conversion and ending on the~~
~~numerically corresponding day that is one or three months thereafter (or such shorter~~
~~period~~
CORRA Non-Standard Interest Period as may be approved by each of the Lenders making the relevant

~~SOFR~~Term CORRA Advance), ~~unless as specified in the applicable Borrowing Notice or Rollover/Conversion Notice;~~

- (b) with respect to any Daily Compounded CORRA Advance, the period commencing on the date such Daily Compounded CORRA Advance is advanced, continued, or created by conversion and ending on the numerically corresponding day that is one or three months thereafter; and
- (c) with respect to any SOFR Advance, the period commencing on the date such SOFR Advance is advanced, continued, or created by conversion and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (or such SOFR Non-Standard Interest Period as may be approved by each of the Lenders making the relevant SOFR Advance), as specified in the applicable Borrowing Notice or Rollover/Conversion Notice;

provided in each case that (i) no Interest Period shall extend beyond the Maturity Date; (ii) whenever the last day of ~~an~~any Interest Period would otherwise ~~occur on~~be a day ~~other than~~that is not a Business Day, ~~in which case~~ the last day of such Interest Period shall be extended to ~~occur on~~the next succeeding Business Day, ~~or provided that,~~ if such extension would cause the last day of ~~such an~~ Interest Period to occur in the ~~next following~~ calendar month, the last day of such Interest Period shall ~~occur on~~be the immediately preceding Business Day. ~~For the avoidance of doubt;~~ and (iii) for purposes of determining an Interest Period, a month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month; provided, that if there is no numerically corresponding day in the month in which such an Interest Period is to end or if such an Interest Period begins on the last Business Day of a calendar month, then such Interest Period shall end on the last Business Day of the calendar month in which such Interest Period is to end; and (iv) no tenor that has been removed from this definition pursuant to ~~Section~~Sections 3.07 or 3.08 shall be available for specification in a Borrowing/Rollover/Conversion Notice.

“**Interpolated Term SOFR**” means for any SOFR Non-Standard Interest Period, the rate *per annum* determined by the applicable Lender (which determination shall be presumed correct absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the sum of Term SOFR for the longest period for which the Term SOFR is available that is shorter than such SOFR Non-Standard Interest Period plus the applicable Term SOFR Adjustment for such period that would have been applicable to such Term SOFR that is shorter than such SOFR Non-Standard Interest Period and (b) the Term SOFR for the shortest period for which the Term SOFR is available that exceeds such SOFR Non-Standard Interest Period plus the applicable Term SOFR Adjustment for such period that would have been applicable to such Term SOFR that exceeds such SOFR Non-Standard Interest Period, in each case, at such time; provided that when determining the ~~SOFR~~-Interpolated ~~Rate~~Term SOFR for a SOFR Non-Standard Interest Period which is less than one (1) month, the rate shall be Adjusted

Term SOFR for SOFR ~~Loans~~Advances with an Interest Period of one (1) month duration.

“Investments” means, as applied to any Person (the **“investor”**), any direct or indirect purchase or other acquisition by the investor of, or a beneficial interest in, Equity Securities of any other Person, including any exchange of Equity Securities for indebtedness, or any direct or indirect loan, advance (other than advances to directors, officers and employees for moving and travel, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by the investor to any other Person, including all indebtedness and accounts receivable owing to the investor from such other Person that did not arise from sales or services rendered to such other Person in the ordinary course of the investor’s business, or any direct or indirect purchase or other acquisition of bonds, notes, debentures or other debt securities of, any other Person. The amount of any Investment shall be the original cost of such Investment (or fair market value at the time of transfer of any assets transferred where such Investment is made in kind), plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment minus any amounts (a) realized upon the disposition of assets comprising an Investment (including the value of any liabilities assumed by any Person other than a Loan Party or any Subsidiary in connection with such disposition to the extent the investor is released of the liabilities so assumed), (b) constituting repayments of Investments that are loans or advances or (c) constituting cash returns of principal or capital thereon (including any dividend, redemption or repurchase of equity that is accounted for, in accordance with GAAP, as a return of principal or capital). Notwithstanding the foregoing, any Acquisition will not be considered to be an Investment.

“Issue” means an issue of a Documentary Credit by the Swing Line Lender pursuant to Article 5.

“Issue Date” has the meaning specified in Section 5.02.

“Issue Notice” has the meaning specified in Section 5.02.

“Judicial Order” has the meaning specified in Section 5.08(1).

“Laws” means all legally enforceable statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, common law, orders, decisions, rulings or awards, or any provisions of the foregoing, binding on the Person referred to in the context in which such word is used; and **“Law”** means any one of the foregoing.

“Lead Arranger” means TD Securities.

“Leased Real Properties” means the lands demised by the Leases.

“Leases” means, collectively, all leases, subleases, licences, sublicences, and other agreements or rights in respect of the use or occupation of real property that is not

Crown land which are used in the operation of the Business from time to time held by any Loan Party, including for certainty the Material Leases and the interest of any Loan Party in the Buildings and Fixtures on the Leased Real Properties.

“Lenders” means, collectively, the financial institutions and other Persons set forth on the signature pages hereof as Lenders, and any assignee thereof pursuant to the provisions of this Agreement upon such assignee executing and delivering an assignment and assumption agreement referred to in Section 17.01(2)(f) to the Borrowers and the Administrative Agent, or any other Person which becomes a Lender party to this Agreement, and in the singular any one of such Lenders.

“Limited Recourse Guarantee” has the meaning specified in Section 2.13(1)(c).

“Limited Recourse Guarantors” means, collectively, each of Nippon Cable Holdings (Canada) Ltd. and Nippon GP and each individually is a **“Limited Recourse Guarantor”**.

“Loan Parties” means, collectively, (i) the Borrowers, (ii) the Consolidated Subsidiaries and (iii) any Non-Consolidated Subsidiaries which are Guarantors (but, for the avoidance of doubt does not include Parent GP or the Limited Recourse Guarantors), and **“Loan Party”** means any one of them.

“Majority Lenders” means, at any time, Lenders whose Commitments at such time, taken together, are greater than 50% of the aggregate amount of the Commitments at such time.

“Material Adverse Effect” means a material adverse effect on: (i) the business, operations, financial condition or Assets of the Loan Parties, taken as a whole; (ii) the ability of the Loan Parties taken as a whole to perform their obligations under the Credit Documents; or (iii) the validity or enforceability of the Credit Documents or the rights and remedies of the Administrative Agent and the Lenders thereunder.

“Material Agreements” means those agreements (as amended, restated, supplemented, modified, renewed or replaced as permitted hereunder from time to time) of any of the Loan Parties the breach, non-performance or cancellation of which or the failure to renew, termination, revocation or lapse of which could reasonably be expected to have a Material Adverse Effect, and which cannot promptly be replaced by an alternative comparable contract with comparable commercial terms, which agreements as of the Effective Date are listed on Schedule E (as updated from time to time in accordance with this Agreement).

“Material Crown Real Properties” means the lands subject to the Material Crown Tenures.

“Material Crown Tenures” means the Development Agreements and the Crown Tenures subject to the Development Agreements.

“Material Disposition” means any Disposition or series of related Dispositions that involves Assets having a fair value, or consideration received for such Assets, in excess of \$10,000,000.

“Material Leased Real Properties” means the lands demised by the Material Leases.

“Material Leases” means (i) the leases of real property that is not Crown land the particulars of which as at the Effective Date are set forth in Part 1 of Schedule F hereto, and (ii) any lease of real property that is not Crown land entered into after the Effective Date in respect of which any Loan Party is obliged to pay any amounts, including all rents, in excess of \$1,000,000 per annum, the particulars of which will be set forth in Part

1 of Schedule F hereto, as updated from time to time in accordance with Section 8.01(1)(c), and for certainty includes the interest of any Loan Party in the Buildings and Fixtures on the Material Leased Real Properties.

“Material Owned Real Properties” means, collectively, (i) the owned real property the particulars of which as at the Effective Date are listed on Part 1 of Schedule G hereto and (ii) any owned real property of any Loan Party acquired after the Effective Date having a fair value or book value of greater than \$10,000,000, the particulars of which will be set forth in Part 2 of Schedule G hereto, as updated from time to time in accordance with Section 8.01(1)(c), and for certainty includes the interest of any Loan Party in the Buildings and Fixtures thereon.

“Material Permits” means the Authorizations, the breach, non-performance, cancellation or non-availability of which or failure to renew of which could reasonably be expected to have a Material Adverse Effect.

“Material Permitted Acquisition” means any Permitted Acquisition which involves consideration in excess of \$10,000,000.

“Maturity Date” means ~~April 14~~ September 24, 2028 ~~2030~~, or any subsequent date to which the Maturity Date is extended in accordance with Section 2.11.

“Measurement Period” means, as of any date of determination, the four consecutive Financial Quarters most recently ended.

“Moody’s” means Moody’s Investors Service, Inc.

“Net Proceeds” means any one or more of the following:

- (a) with respect to any Disposition of Assets by any Loan Party, the net amount equal to the aggregate amount received in cash (including any cash received by way of deferred payment pursuant to a note, receivable, other non-cash consideration or otherwise, but only as and when such cash is so received) in connection with such Disposition, less the sum of (A) the principal amount of any Debt (other than Debt under the Credit Documents or Debt owing to another Loan Party) that is secured by such Assets and that is required to be repaid in connection with such Disposition of Assets, (B) the reasonable fees (including,

without limitation, reasonable legal fees), commissions and other out-of-pocket expenses (particulars of which shall be provided to the Administrative Agent upon request) and Taxes incurred, paid or payable by any Loan Party to any Person (other than another Loan Party) in connection with such Disposition;

- (b) with respect to the issuance or creation of Debt or Equity Securities, whether private or public, of any Loan Party, the net amount equal to the aggregate amount received in cash (including any cash received by way of deferred advance or installment but only as and when such cash is so received) in connection with such creation or issuance, less the reasonable fees (including without limitation, reasonable legal fees, investment banking fees, accounting fees, consulting fees and placement fees), commissions, printing costs and other out-of-pocket expenses incurred, paid or payable by any Loan Party to any Person (other than another Loan Party) in connection with such creation or issuance (as evidenced by supporting documentation provided to the Administrative Agent upon request therefor by the Administrative Agent); and
- (c) with respect to the receipt of proceeds under any insurance policy (other than business interruption insurance), the net amount equal to the aggregate amount received in cash in connection with such receipt of insurance proceeds and not otherwise reinvested as permitted under this Agreement, less the reasonable fees (including without limitation reasonable legal fees), costs, deductibles and other out-of-pocket expenses (as evidenced by supporting documentation provided to the Administrative Agent upon request therefor by the Administrative Agent) and Taxes incurred, paid or payable by any Loan Party to any Person (other than another Loan Party) in connection with the claim under the insurance policy giving rise to such proceeds,

provided that, in each case, any such fees, commissions or expenses paid to a Related Party may be deducted in determining the Net Proceeds of such claim only to the extent incurred in cash for fair value and otherwise on terms at least as favourable to the Loan Parties as could have been obtained from any Unrelated Party under no compulsion to act.

“**Nippon GP**” means 0891986 B.C. Ltd., a corporation incorporated in the Province of British Columbia and its successors and permitted assigns.

“**Non-Consolidated Subsidiary**” means a Subsidiary of Parent GP that is not a Subsidiary of the Borrowers, but owns property used in, or provides goods and/or services used or comprised in the Business.

“**Non-Consolidated Subsidiary Distributable Cash Amount**” means, for any Non-Consolidated Subsidiary and any Measurement Period, (a) the Consolidated EBITDA of such Non-Consolidated Subsidiary for such period less, to the extent not already deducted in the calculation of Consolidated EBITDA: (i) Consolidated Income Tax Expense of such Non-Consolidated Subsidiary for such period, and (ii) Consolidated Interest Expense of such Non-Consolidated Subsidiary to the extent payable in cash during such period, and mandatory debt servicing payments made by such Non-

Consolidated Subsidiary during such period, plus (b) the aggregate amount of undistributed and unexpended Non-Consolidated Subsidiary Distributable Cash Amounts of such of such Non-Consolidated Subsidiary from any prior Measurement Period.

“Non-Recourse Debt” means Debt of Parent GP or any Unrestricted Subsidiary in respect of which the holder thereof and any other Person that derives rights thereunder has no recourse to recover the payment or collection thereof, except for recourse against

(i) Parent GP on an unsecured basis, save for recourse against Assets of Parent GP that are not Equity Securities of or Debt owing by any Loan Party or Assets used in the Business, (ii) any Unrestricted Subsidiary, (iii) any Assets of any Unrestricted Subsidiary and (iv) any Securities issued by any Unrestricted Subsidiary.

“Other Secured Agreements” means all agreements or arrangements (including guarantees) entered into or made from time to time by the Loan Parties in connection with: (a) cash consolidation, cash management and credit card agreements and electronic fund transfer arrangements between the Loan Parties and the Administrative Agent or any Lender or any Affiliate thereof (collectively, **“Service Lenders”**), (b) overdraft arrangements related to such cash management arrangements between the Loan Parties and any Service Lender, and (c) other similar transactions not made under this Agreement between the Loan Parties and any Service Lender if it is agreed pursuant to a written agreement signed by the Loan Parties and the Administrative Agent that such debts, liabilities and obligations shall be secured; and, for greater certainty, all such agreements and arrangements entered into or made by the Loan Parties with or in favour of any Person at the time that such Person was the **“Administrative Agent”** or a **“Lender”** hereunder shall not cease to be an Other Secured Agreement if such Person ceases to be the Administrative Agent or a Lender hereunder.

“Owned Intellectual Property” has the meaning assigned to such term in Section 7.01(19).

“Owned Real Properties” means, collectively, the land and premises owned by the Loan Parties from time to time and the Buildings and Fixtures owned by the Loan Parties thereon.

“Parent GP” means Whistler Blackcomb Holdings Inc., a corporation incorporated in the Province of British Columbia as at the date hereof and its successors and assigns as permitted hereunder.

“Participant” has the meaning assigned to such term in Section 17.01(5).

“Partnership Agreements” means, collectively, the Blackcomb Partnership Agreement and the Whistler Partnership Agreement.

“Permitted Acquisitions” means (i) Acquisitions resulting from any transactions permitted by clauses (b) to (c) of Section 8.02(3), and (ii) any other Acquisition by a Borrower or any Subsidiary thereof from any Person, provided that (in the case of any Acquisition described in part (ii) of this definition):

- (a) the Person that is the subject of such Acquisition, or the business or line of business acquired, carries on the Business or a business reasonably related thereto, in Canada or the United States;
- (b) if such Acquisition is an Acquisition of Equity Securities of any Person, (i) 100% of the Equity Securities of such Person are being acquired pursuant to the Acquisition or (ii) if less than 100% of the Equity ~~Interests~~ Securities of such Person are being acquired pursuant to the Acquisition, the aggregate consideration for such Acquisition shall not exceed \$20,000,000 (or the Equivalent U.S. \$ Amount) in any Financial Year and \$40,000,000 (or the Equivalent U.S. \$ Amount) for all such Acquisitions from the Effective Date over the term of the Credit Facility;
- (c) immediately before and immediately after giving effect to any such Acquisition on a Pro Forma Basis, no Default or Event of Default shall have occurred and be continuing;
- (d) after giving effect to such Acquisition on a Pro Forma Basis, the Borrowers will be in compliance with the financial covenants set forth in Section 8.03 as at the date of such Acquisition, such compliance to be based on the most recent Measurement Period reported on pursuant to Section 8.01(1), and at all relevant times during the period of twelve months thereafter (calculated on a Pro Forma Basis and based on the projected performance of such Acquisition for such twelve month period);
- (e) the aggregate consideration for all such Acquisitions, including, for the avoidance of doubt, Acquisitions referred to in clause (b)(ii) above, plus the aggregate amount of any Debt owing by any Person that is the subject of such Acquisition at the time of Acquisition, shall not exceed \$25,000,000 (or the Equivalent U.S. \$ Amount) in the aggregate for all such Acquisitions in any Financial Year and \$75,000,000 (or the Equivalent U.S. \$ Amount) in the aggregate for all such Acquisitions from the Effective Date over the term of the Credit Facility;
- (f) the Lenders will have an Encumbrance over the Assets to be acquired, subject only to Permitted Encumbrances (and if such Acquisition is an Acquisition of Equity Securities of any Person, also a guarantee and an Encumbrance over the Assets of such Person, subject only to Permitted Encumbrances, in accordance with Section 2.13), or arrangements satisfactory to the Administrative Agent, acting reasonably, shall have been made for the providing of such guarantee and the obtaining of such Encumbrances, as applicable, within a period not to exceed 30 days following the date of such Acquisition; and

- (g) the board of directors of such acquired Person or its selling shareholders in existence at the time such purchase or acquisition is commenced shall have approved such Acquisition,

provided that, in each case, (1) no Default or Event of Default shall have occurred and be continuing immediately before and after giving effect to any such Acquisition and (2) any Acquisition from a Related Party must comply with the restriction imposed under Section 8.02(6).

“**Permitted Debt**” means,

- (a) Debt hereunder or under any other Credit Document;
- (b) Non-Recourse Debt (i) incurred by Parent GP owing to a Person that is not a Loan Party, or (ii) incurred by Parent GP comprised of unsecured loans or advances to Parent GP permitted under Section 8.02(10)(h);
- (c) Debt under unsecured subordinated loans advanced to a Borrower in respect of which the holder of such Debt has entered into an intercreditor and subordination agreement with the Administrative Agent on behalf of the Lenders on market terms reasonably acceptable to the Administrative Agent and the Majority Lenders (“**Subordinated Debt**”);
- (d) unsecured Debt among the Loan Parties, which Debt is in each case subject to the security interests granted by the applicable Loan Party to the Administrative Agent under the applicable Security Agreement;
- (e) Attributable Debt (including any Refinancing Debt arising therefrom) owing to Unrelated Parties in respect of Capital Lease Obligations and purchase money Debt not to exceed in aggregate at any one time outstanding \$15,000,000 (or the Equivalent U.S. \$ Amount), in each case, incurred by the Loan Parties to finance
 - (i) Capital Expenditures, and (ii) the acquisition, construction, repair, replacement or improvement of fixed or capital assets;
- (f) (A) Debt of the Loan Parties arising from the honouring by a bank or other financial institution of a cheque, draft or similar instrument drawn against insufficient funds in the ordinary course of business; and (B) contingent indemnification obligations of the Loan Parties to financial institutions, in each case to the extent in the ordinary course of business and on terms and conditions which are within the general parameters customary in the banking industry, entered into to obtain cash management services or deposit account overdraft protection services (in amount similar to those offered for comparable services in the financial industry) or other services in connection with the management or opening of deposit accounts or incurred as a result of endorsement of negotiable instruments for deposit or collection purposes;

- (g) guarantees by any Loan Party of any Debt of another Loan Party expressly permitted to be incurred under this Agreement;
- (h) Debt of a Subsidiary of a Borrower acquired after the First ARCA Closing Date and Debt assumed in connection with the acquisition of Assets, which Debt in each case exists at the time of such acquisition and is not created in contemplation of such event and where such acquisition is permitted by this Agreement (including any Refinancing Debt arising therefrom); provided, (A) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (B) immediately after giving effect to such acquisition, the assumption and incurrence of any such Debt and any related transactions, the Borrowers shall be in compliance with the financial covenants set forth in Section 8.03 on a Pro Forma Basis, such compliance to be based on the most recent Measurement Period reported on pursuant to Section 8.01(1);
- (i) Hedging Obligations of the Borrowers arising under Hedging Agreements entered into in accordance with Section 8.02(16);
- (j) Debt of a Real Estate Development SPV incurred to finance the development of Real Estate Development Assets (including any Refinancing Debt arising therefrom), provided (i) the holder thereof and any other Person that derives rights thereunder has no recourse to recover the payment or collection thereof, except for recourse against (x) the Real Estate Development SPV, (y) Real Estate Development Assets being so developed, and (z) Parent GP on a Non-Recourse Debt basis, and (ii) the aggregate outstanding amount thereof at no time exceeds \$100,000,000 (or the Equivalent U.S. \$ Amount);
- (k) Debt of a Loan Party which is not otherwise Permitted Debt; provided that the principal amount of such obligations of the Loan Parties (including any Refinancing Debt arising therefrom) do not, in the aggregate at any time, exceed \$20,000,000 (or the Equivalent U.S. \$ Amount);
- (l) Debt in respect of WAC Membership Deposits in an aggregate principal amount of up to \$30,000,000; provided such Debt is by its terms unsecured, non-interest bearing, not subject to any covenants (other than a covenant to repay at maturity), events of default or acceleration provisions, not subject to any repayment or redemption obligation on the part of WAC or its Affiliates prior to the expiry of the 30 year term thereof and is evidenced by a promissory note substantially in the form approved by the Administrative Agent from time to time; and
- (m) guarantees by the Borrowers to WAC Members in respect of WAC Membership Deposits; provided that, there shall only be recourse to the Borrowers under such guarantees if the construction of the WAC club facilities is not completed in the manner and on the timeframe specified and such guarantees shall terminate after construction of the WAC club facilities is complete.

“Permitted Dispositions” means

- (a) Dispositions of inventory in the ordinary course of business;
- (b) any Disposition of Assets from a Loan Party to another Loan Party;
- (c) Dispositions of Assets which are obsolete, redundant or of no material economic value;
- (d) Dispositions of Assets (which, for the avoidance of doubt, shall include any Equity Securities other than Equity Securities referred to in paragraph (i) of this definition), including in connection with any Sale-Leaseback Transaction, in each Financial Year for fair value resulting in consideration received for such Assets of not more than \$25,000,000 (or the Equivalent U.S. \$ Amount) in the aggregate for all such Dispositions during such Financial Year, provided that the Net Proceeds thereof are applied in accordance with this Agreement;
- (e) Dispositions of Real Estate Development Assets for fair value (i) to a Real Estate Development SPV, subject to compliance with Section 8.02(10)(g), or (ii) to an Unrestricted Subsidiary on terms and conditions no less favourable as could have been obtained from any Unrelated Party under no compulsion to act;
- (f) a transaction authorized by Section 8.02(2);
- (g) the sale or liquidation of Permitted Investments in the ordinary course of business;
- (h) any Disposition for fair value (whether the subject of one transaction or a series of related transactions) the Net Proceeds of which does not exceed \$5,000,000 (or the Equivalent U.S. \$ Amount);
- (i) any Disposition of Assets by Parent GP, except for or in respect of any of the following: (i) Equity Securities in any Loan Party, (ii) any intercompany Debt owing by a Loan Party, (iii) any Assets that are owned by Parent GP in its capacity as general partner of a Borrower or beneficially owned by a Borrower or
(iv) any Assets used in the Business (for greater certainty unless, in the case of (iii) and (iv), such a Disposition is otherwise permitted under this definition);
- (j) Dispositions of Real Estate Development Assets (in whole or in part) to any Unrelated Party in the ordinary and usual course of developing such Assets;
- (k) Dispositions of machinery or equipment for fair value simultaneously with the trade-in or replacement of such machinery or equipment used or useful in the ordinary course of business of and owned by such Person,

provided that, in each case, (1) any Disposition to a Related Party must comply with the restrictions imposed under Section 8.02(6), (2) no Default or Event of Default shall have occurred and be continuing, immediately before and immediately after giving effect to any such Disposition, (3) in the case of a Disposal of Equity Securities in a Non-

Consolidated Subsidiary or Consolidated Subsidiary, all, but not less than all, the Equity Securities in such Non-Consolidated Subsidiary or Consolidated Subsidiary shall have been disposed of, (4) save for any partial Disposition pursuant to paragraph (j), each Loan Party obliged to pay any Debt secured by the Asset Disposed (other than any amounts outstanding under the Credit Document) is released of such Debt on Disposition, and (5) for any partial Disposition pursuant to paragraph (j), all proceeds of the Disposition (after deducting all applicable expenses of the nature described in clause (B) of paragraph (a) of the definition of “Net Proceeds” required to be paid in relation thereto) are applied to the payment of any Debt secured by the Asset Disposed.

“Permitted Distributions” mean:

- (a) cash distributions made by the Borrowers on their respective Equity Securities (i) on a quarterly basis or (ii) by way of special distributions of amounts referred to in part (b) of the definition of Borrowers’ Distributable Cash Amount, in each case, to Parent GP and the Limited Recourse Guarantors, in their capacity as limited partners of the Borrowers in accordance with the distribution policy of each Borrower and in an amount approved by the board of directors of Parent GP in its capacity as general partner of each Borrower, provided that (x) the aggregate amount of such cash distributions in respect of any Measurement Period does not exceed the Borrowers’ Distributable Cash Amount for such Measurement Period,
(y) no Default or Event of Default is in existence or would result therefrom and
(z) the Borrowers are in compliance with each of the financial covenants set out in Section 8.03 both before and after making such distributions;
- (b) cash distributions made by a Non-Consolidated Subsidiary on its Equity Securities by way of special distributions of amounts referred to in part (b) of the definition of Non-Consolidated Subsidiary Distributable Cash Amount to Parent GP, provided that (i) the aggregate amount of such cash distributions in respect of any Measurement Period does not exceed the Non-Consolidated Subsidiary Distributable Cash Amount of such Non-Consolidated Subsidiary for such Measurement Period, (ii) no Default or Event of Default is in existence or would result therefrom and (iii) the Borrowers are in compliance with each of the financial covenants set out in Section 8.03 both before and after making such distributions;
- (c) cash distributions by a Consolidated Subsidiary on its Equity Securities to a Borrower or another Consolidated Subsidiary; and
- (d) cash distributions by a Subsidiary of a Non-Consolidated Subsidiary to such Non-Consolidated Subsidiary.

“Permitted Encumbrances” means, with respect to any Person, the following:

- (a) Encumbrances for Taxes, rates, assessments or other governmental charges or levies or for employment insurance, pension obligations or other social security obligations, workers’ compensation or vacation pay, the payment of which is not

yet due, or for which installments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person if either, in the case of such items being contested, (i) adequate reserves have been maintained in accordance with GAAP or (ii) the applicable Encumbrances are not in the aggregate materially prejudicial to the value of the Assets of the Borrowers or their Subsidiaries taken as a whole;

- (b) undetermined or inchoate Encumbrances, rights of distress and charges incidental to current operations which have not at such time been filed or exercised, or which relate to obligations not due or payable or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;
- (c) (i) reservations, limitations, provisos and conditions expressed in any original grant from any Governmental Authority or (ii) other grant of real or immovable property, or interests therein, which, in the case of this clause (ii), do not materially and adversely affect the use of the affected land for the purpose for which it is used by that Person;
- (d) licences, permits, reservations, legal notations, covenants, servitudes, easements, statutory rights-of-way and rights in the nature of easements (including, without limiting the generality of the foregoing, licenses, easements, rights-of-way and rights in the nature of easements for sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) and zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, regional, state, municipal and other governmental authorities that were not incurred in connection with and do not secure Debt and do not materially impair the use of the affected land for the purpose for which it is used by that Person;
- (e) title defects, encroachments or irregularities which are of a minor nature and which in the aggregate do not materially impair the use of the affected property for the purpose for which it is used by that Person;
- (f) the right reserved to or vested in any Governmental Authority by the terms of any lease, license, franchise, grant or permit acquired by that Person or by any statutory provision to terminate any such lease, license, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
- (g) the Encumbrances resulting from the deposit or pledge of cash or securities in connection with contracts, tenders, bids, leases, government contracts, supply agreements, utilities or expropriation proceedings, or to secure workers' compensation, unemployment insurance, and other social security obligations and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and performance bonds and other similar obligations incurred in the ordinary course of business;

- (h) the Encumbrances resulting from surety or appeal bonds, costs of litigation when required by Law, liens and claims incidental to current mechanics', warehousemen's, carriers' and other similar liens and public, statutory and other like obligations incurred in the ordinary course of business;
- (i) Encumbrances given to a public utility or any Governmental Authority when required by such utility or Governmental Authority in connection with the operations of that Person in the ordinary course of its business;
- (j) the Encumbrances created by a judgment of a court of competent jurisdiction, as long as the judgment is being contested diligently and in good faith by appropriate proceedings by that Person and does not result in an Event of Default under Section 9.01(1)(i);
- (k) operating leases entered into in the ordinary course of Business;
- (l) Encumbrances securing Attributable Debt owing to Unrelated Parties in respect of Capital Lease Obligations permitted hereunder and purchase money Debt permitted hereunder provided, that, (i) such Encumbrances attach concurrently with or within 120 days after the acquisition, construction, repair, replacement or improvement (as applicable) of the Assets subject to such Encumbrances, and (ii) such Encumbrances do not at any time encumber any Assets other than the Assets financed by such Debt, replacements thereof and additions and accessions to such property and the proceeds thereof;
- (m) Encumbrances securing Permitted Debt referred to in paragraph (h) of the definition thereof provided that such Encumbrance shall only extend to the Assets of such acquired Subsidiary and shall not extend to or cover any Assets or Equity ~~Interests~~Securities of any other Loan Party;
- (n) the Encumbrances created by the Security Documents;
- (o) licenses, leases or subleases granted by a Loan Party to another Person for fair value in the ordinary course of business that do not (i) impair the use of the property encumbered thereby by any Loan Party for the purpose for which it is used in the Business or (ii) impair or interfere with the conduct of the Business by any Loan Party, in each case, in any material respect;
- (p) Encumbrances solely on any cash earnest money deposit made by that Person in connection with any Permitted Acquisition;
- (q) restrictive covenants created under subdivision agreements, site plan control agreements, development agreements, facilities sharing agreements, cost sharing agreements and other similar agreements which do not materially impair the use of the real property subject thereto for the purpose for which it is used by that Person;

- (r) unregistered, undetermined or inchoate Encumbrances and charges incidental to construction, maintenance, use or operation, a claim or notice for which shall not at the time have been registered against the applicable Owned Real Properties and of which notice in writing shall not at the time have been given to that Person or the Administrative Agent pursuant to the *Builders Lien Act* (British Columbia) or the comparable statute in any other province in which such Owned Real Properties are located;
- (s) Encumbrances or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; provided, however, that such Encumbrances or covenants do not materially and adversely affect the use of the lands encumbered thereby for the purpose for which it is used by that Person;
- (t) Encumbrances in favour of a financial depositary institution arising (i) as a matter of Law or (ii) to the extent that no funds are subject to a present and enforceable claim thereon, under operation of account or credit cardholder agreements entered into the ordinary course of business, in each case, encumbering deposits (including the right of set-off) and which are within the general parameters of operation of accounts or credit cardholder agreements customary in the banking industry;
- (u) the Encumbrances existing on the First ARCA Closing Date and set forth in Schedule K;
- (v) Encumbrances created by Parent GP securing Non-Recourse Debt referred to in paragraph (b) of the definition of Permitted Debt;
- (w) Encumbrances over Assets of Real Estate Development SPVs securing Permitted Debt referred to in paragraph (j) of the definition thereof incurred by such Real Estate Development SPV, provided such Encumbrances extend only to such Assets;
- (x) Encumbrances which are not otherwise Permitted Encumbrances created in favour of Unrelated Parties; provided that (i) the aggregate amount of obligations secured thereby (including Refinancing Debt arising therefrom) does not at any time exceed \$20,000,000 (or the Equivalent U.S. \$ Amount) and (ii) such Encumbrances only attach to specifically identified Assets and do not attach generally to all or substantially all of the undertaking and Assets of such Person (such as an Encumbrance in the nature of a floating charge on all or substantially all of the undertaking and Assets of a Person);
- (y) other Encumbrances expressly consented to in writing by the Majority Lenders; and
- (z) the modification, replacement, renewal or extension of any Encumbrance permitted by this definition; provided, that the Encumbrance does not extend to

any additional Assets other than after-acquired Assets that is affixed or incorporated into the Assets covered by such Encumbrance and proceeds thereof.

“Permitted Investments” means investments in:

- (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of Canada or of any Canadian province (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the Government of Canada or of such Canadian province), in each case maturing within one year from the date of acquisition thereof;
- (b) commercial paper maturing within 365 days from the date of acquisition thereof and rated, at such date of acquisition, at least “Prime 1” (or the then equivalent grade) by Moody’s or “A” (or the then equivalent grade) by S&P or R-1 Low (or the then equivalent grade) by Dominion Bond Rating Service Limited;
- (c) certificates of deposit, bankers’ acceptances, commercial paper and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of Canada or of any Canadian province having, at such date of acquisition, a credit rating on its non-credit enhanced long-term unsecured Debt of at least “A-” by S&P;
- (d) fully collateralized repurchase agreements with a term of not more than 180 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;
- (e) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of the United States of America or any U.S. State or territory (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the Government of the United States of America), in each case maturing within one year from the date of acquisition thereof;
- (f) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any State, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least “A” by S&P or “A” by Moody’s; and
- (g) money market funds that (i) comply with the criteria set forth in Rule 2a 7 under the Investment Company Act of 1940, (ii) are rated “AAA” by S&P and “Aaa” by Moody’s and (iii) have portfolio assets of at least Cdn. \$5,000,000 (or the Equivalent U.S. \$ Amount),

provided that (y) each such Investment is redeemable in cash without any discount to the principal amount thereof on less than seven (7) days’ notice and (z) no such Investment

constitutes asset-backed commercial paper, collateralized debt obligations or similar such Investments.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“PPSA” means the *Personal Property Security Act* (British Columbia) and the regulations thereunder, as from time to time in effect, provided, however, if attachment, perfection or priority of the Administrative Agent’s security interests in any Collateral are governed by the personal property security laws of any jurisdiction other than British Columbia, “PPSA” shall mean those personal property security laws in such other jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

“Province” has the meaning specified in Section 2.13(1)(b).

“Province Consent” has the meaning specified in Section 2.13(1)(b).

“Pro Forma Adjustment” means, for any Measurement Period during which a Material Permitted Acquisition or a Material Disposition occurs, the *pro forma* increase or decrease in Consolidated EBITDA of the Loan Parties arising from the reformulation of Consolidated EBITDA as if such Material Permitted Acquisition or Material Disposition, and all other Material Permitted Acquisitions or Material Dispositions that have been consummated during the period, and any Debt or other liabilities incurred or repaid in connection therewith, had been consummated and incurred or repaid at the beginning of such period (and assuming that such Debt to be incurred bears interest during any portion of the applicable Measurement Period prior to the relevant acquisition at the interest rate which is or would be in effect with respect to such Debt as at the relevant date of determination).

“Pro Forma Basis” and **“Pro Forma Compliance”** means, for purposes of calculating compliance with each of the financial covenants set forth in Section 8.03 for each Measurement Period during which a Material Disposition or a Material Permitted Acquisition occurs, that such Material Disposition or Material Permitted Acquisition shall be deemed to have occurred as of the first day of the applicable Measurement Period in such covenant after giving effect to any applicable Pro Forma Adjustments.

“Real Estate Development Assets” means real property or any interest therein (a) held by a Loan Party as of the First ARCA Closing Date, (b) acquired by a Loan Party after the First ARCA Closing Date from an Unrelated Party or in accordance with Section 8.02(6), or (c) acquired by or transferred to a Real Estate Development SPV in accordance with this Agreement, and in each case in respect of which the Loan Party or Real Estate Development SPV receives, or reasonably expects to receive in the course of development or improvement thereof, the relevant Authorizations to permit the development or improvement of such real property for any residential or commercial purposes, or any combination thereof, relating or complimentary to the Business and, in each case including the buildings, fixtures and all improvements thereon or being developed thereon.

“Real Estate Development SPV” means a Subsidiary of a Borrower created after the First ARCA Closing Date for the purpose of developing real property for commercial or residential purposes (or any combination thereof) relating or complimentary to the Business, and substantially all of the assets of which from time to time consist of Real Estate Development Assets and related personal property.

“Refinancing Debt” means, without duplication, Debt that refunds, refinances, extends or all of the proceeds from which are used to repay (in whole or in part) any Permitted Debt but only to the extent that (a) such Refinancing Debt is subordinated to the Debt hereunder at least to the same extent as the Debt being refunded, refinanced or extended, if at all; (b) the principal amount of such Refinancing Debt has a weighted average life to maturity not less than the weighted average life to maturity of the Debt being refunded, refinanced or extended and is scheduled to mature no earlier than the Debt being refunded, refinanced or extended; (c) such Refinancing Debt is in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of (x) the aggregate principal amount (or, if issued with original issue discount, the aggregate accreted value) of the Debt being refunded, refinanced or extended and the amount of any premium reasonably necessary to accomplish such refinancing, (y) the amount of any premiums owed, if any, not in excess of pre-existing prepayment provisions on such Debt being refunded, refinanced or extended, and (z) the amount of customary fees, expenses and costs related to the incurrence of such Refinancing Debt; and (d) such Refinancing Debt is incurred by the same Person or (i) if such Debt is of a Consolidated Subsidiary, by a Borrower or another Loan Party or (ii) if such Debt is Non-Recourse Debt of Parent GP and not of a Borrower, by Parent GP or an Unrestricted Subsidiary, (e) any Refinancing Debt of Non-Recourse Debt must constitute Non-Recourse Debt and (f) any Refinancing Debt of Permitted Debt described in paragraph (j) of the definition of Permitted Debt must also be Permitted Debt described in such paragraph (j).

“Register” has the meaning specified in Section 17.01(3).

“Registered Intellectual Property” means Intellectual Property that is issued by, registered or filed with, renewed by or the subject of a pending application before any Governmental Authority or Internet domain name registrar.

“Related Party” means (i) Parent GP, (ii) an Affiliate of Parent GP that is not a Loan Party or (iii) a director, officer or employee of Parent GP or such Affiliate.

“Release” when used as a verb includes release, spill, leak, emit, deposit, discharge, leach, migrate or dispose into the environment and the term **“Release”** when used as a noun has a correlative meaning.

“Relevant Canadian Governmental Body” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

“Relevant Governmental Body” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“Relevant Persons” has the meaning specified in the definition of Consolidated EBITDA.

“Remedial Work” shall mean any investigation, site monitoring, containment, cleanup, removal, restoration, precautionary actions or other remedial work of any kind or nature with respect to the Release of any Hazardous Substances.

“Repayment Notice” has the meaning specified in Section 2.09(3).

“Responsible Officer” means, with respect to any corporation or other entity, the chairman, the president, any vice president, the chief executive officer, the chief operating officer or the chief financial officer, and, in respect of financial or accounting matters, any Financial Officer of such corporation or other entity; unless otherwise specified, all references herein to a Responsible Officer mean a Responsible Officer of the applicable Borrower.

“Restricted Payment” means any payment by a Loan Party (i) of any dividends on any of its Equity Securities, (ii) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retraction, retirement or other acquisition of any of its Equity Securities, or the making by such Loan Party of any other distribution in respect of any of its Equity Securities, (iii) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any Debt of such Loan Party ranking in right of payment subordinate to any liability of such Loan Party under the Credit Documents, or (iv) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any Debt of such Loan Party to a shareholder of such Loan Party or to an Affiliate of a holder of Equity Securities in such Loan Party, or (v) of any management, consulting or similar fee or any bonus payment or comparable payment, or by way of gift or other gratuity, or any other payment of any nature or kind, to any Related Party or to any director, officer employee or agent of any Related Party.

“Rollover/Conversion Notice” has the meaning specified in Section 3.03(3).

“S&P” means Standard and Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“Sale-Leaseback Transaction” means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to any Loan Party of any property, whether owned by the Loan Party as of the Effective Date or later acquired, which has been or is to be sold or transferred by the Loan Party to such Person or to any other Person from whom funds have been, or are to be, advanced by such Person on the security of such property.

“Schedule I Bank” means an institution listed on Schedule I of the *Bank Act* (Canada).

“Securities” means:

- (a) a document that is (i) issued in bearer, order or registered form, (ii) of a type commonly dealt in upon securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment, (iii) one of a class or series or by its terms is divisible into a class or series of documents, and (iv) evidence of a share, participation or other interest in property or in any enterprise or is evidence of an obligation of the issuer and includes an uncertificated security; and
- (b) a share, participation or other interest in a Person. **“Security”** has the meaning specified in Section 2.13(1).

“Security Agreement” has the meaning specified in Section 2.13(1)(d).

“Security Documents” means the agreements described in Section 2.13, and any other security granted to the Administrative Agent on behalf of the Lenders, the Hedge Lenders and the Service Lenders, including, without limitation, pursuant to Section 8.01(8) or Section 8.01(11), as security for the obligations of any of the Loan Parties or the Limited Recourse Guarantors under this Agreement and the other Credit Documents.

“Service Lenders” has the meaning specified in the definition of “Other Secured Agreements”.

“SOFR” means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

“SOFR Advance” means an Advance that bears interest by reference to Adjusted Term SOFR.

“SOFR Non-Standard Interest Period” has the meaning specified in the definition of “Term SOFR”.

“Subordinated Debt” has the meaning specified in the definition of “Permitted Debt”.

“Subsidiary” means, at any time, as to any Person, any corporation, company or other Person, if at such time the first mentioned Person owns, directly or indirectly, Equity Securities or other ownership interests in such corporation, company or other Person having ordinary voting power to elect a majority of the board of directors or persons performing similar functions for such corporation, company or other Person. For the purposes of this Agreement, if the Borrowers together own, directly or indirectly, Equity

Securities or other ownership interests in another corporation, company or other Person having ordinary voting power to elect a majority of the board of directors or persons performing similar functions for such corporation, company or other Person, that other corporation, company or other Person shall be deemed to be a Subsidiary of each of the Borrowers.

“Swing Line” means the swing line facility made available to the Borrowers in accordance with Article 2.

“Swing Line Advance” means an Advance made by the Swing Line Lender for the account of a Borrower.

“Swing Line Commitment” means \$20,000,000, as such amount may otherwise be reduced pursuant to the terms hereof; provided, for greater certainty, that the Swing Line Commitment constitutes part of the Aggregate Commitment.

“Swing Line Lender” means The Toronto-Dominion Bank, or any successor Lender that has the Swing Line Commitment.

“Synthetic Debt” means, with respect to any Person, without duplication of any clause within the definition of “Debt”, all (i) obligations of such Person under any lease that is treated as an operating lease for financial accounting purposes and a financing lease for tax purposes (i.e., a “synthetic lease”) and (ii) obligations of such Person in respect of other transactions entered into by such Person that are not otherwise addressed in the definition of “Debt” or in clause (i) above that are intended to function primarily as a borrowing of funds (including, without limitation, any minority interest transactions that function primarily as a borrowing).

“Tax Act” means the *Income Tax Act* (Canada), as amended, and the Regulations promulgated thereunder.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority (together with any interest, additions to tax or penalties applicable thereto), and includes all present or future stamp or documentary taxes or any other excise, intangible, mortgage, recording, or property taxes, charges or similar levies arising from any payment made hereunder or under any other Credit Document or from the execution, delivery, registration or enforcement of, or otherwise with respect to, this Agreement or any other Credit Document.

“Term CORRA” means,

(a) for any calculation with respect to a Term CORRA Advance, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term CORRA Determination Day”) that is two (2) Business Days prior to the first (1st) day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic

Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first (1st) preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day; and

- (b) for an Interest Period of any duration other than those specified in clause (a) of this definition of “Term CORRA” and, for certainty, other than an Interest Period of 1 or 3 months (“CORRA Non-Standard Interest Period”), for a CORRA Advance, CORRA Interpolated Rate.

“Term CORRA Adjustment” means, with respect to Term CORRA, for an Interest Period of a duration of (a) one-month, a percentage equal to 0.29547%, and

(b) three-months, a percentage equal to 0.32138%.

“Term CORRA Administrator” means Candéal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

“Term CORRA Advance” means an Advance that bears interest at a rate based on Adjusted Term CORRA.

“Term CORRA Reference Rate” means the forward looking term rate based on CORRA.

“Term SOFR” means,

- (a) for any calculation with respect to a SOFR Advance, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “**Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day, and

- (b) for an Interest Period of any duration other than those specified in clause (a) of this definition of “Term SOFR” and, for certainty, other than an Interest Period of 1, 3 or 6 months (“**SOFR Non-Standard Interest Period**”), for a SOFR Advance, Interpolated Term SOFR.

“**Term SOFR Adjustment**” means, for any calculation with respect to a SOFR Advance, 0.10% per annum for an Interest Period of one, three or six months duration.

“**Term SOFR Administrator**” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“**Term SOFR Determination Day**” has the meaning assigned to such term in the definition of Term SOFR.

“**Term SOFR Reference Rate**” means the forward-looking term rate based on SOFR.

“**Type**” has the meaning specified in the definition of “Accommodation” or “Advance”, as the case may be, herein.

“**U.S. Base Rate**” means the greater of (i) the rate of interest per annum in effect for such day as publicly announced by the Administrative Agent in Canada from time to time as the reference rate of interest for borrowings in U.S. Dollars by its commercial borrowers in Canada, changing effective on the date of said commercial base rate change specified in such announcement, (ii) the Federal Funds Rate plus 0.50% per annum; and Adjusted Term SOFR for a one-month tenor in effect for such day plus 1.00%. The commercial base rate is not necessarily the lowest rate charged by the Lender acting as the Administrative Agent to its customers. For greater certainty, if the rate as so determined is less than the Floor, it shall be deemed to be the Floor.

“**U.S. Base Rate Advance**” means an Advance that bears interest based on the U.S. Base Rate.

“**U.S. Dollars**” and “**U.S. \$**” mean lawful money of the United States of America.

“**U.S. Government Securities Business Day**” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“**Unmatured Surviving Obligations**” means indemnification obligations under any Credit Document that are contingent in nature and in respect of which no claim for indemnification has been made by the Administrative Agent or any Lender, nor does the Administrative Agent or any Lender have any reasonable expectation that any such claim will be made.

“Unrelated Party” means a Person that is not a Loan Party or a Related Party, or a director, officer, employee, agent or advisor of a Loan Party or a Related Party.

“Unrestricted Subsidiary” means a Subsidiary of Parent GP that is not a Loan Party (other than a Real Estate Development SPV).

“WAC” means Whistler Alpine Club Inc., a company incorporated pursuant to the laws of the Province of British Columbia, and its successors and permitted assigns.

“WAC Members” means the members of a private club program established and operated by WAC.

“WAC Membership Deposits” means the initial contribution by WAC Members to WAC on account of membership fees evidenced by way of 30-year interest-free unsecured loans, which loans shall only be repayable by way of replacement membership contributions, and the proceeds of which shall be applied to fund construction costs of the club facilities and other start-up expenses of WAC’s private club program, together with any refinancings of such loans provided that the aggregate principal amount thereof is not increased and such loans remain unsecured, non-interest bearing and subordinated to the same extent as the loans refinanced.

“WB GP” means Whistler Blackcomb General Partner Ltd., a corporation incorporated in the Province of British Columbia and its successors and permitted assigns.

“Whistler LP” means Whistler Mountain Resort Limited Partnership, a limited partnership formed under the laws of British Columbia as at the date hereof, or Parent GP, as general partner for Whistler Mountain Resort Limited Partnership, as the context requires, and its successors and permitted assigns.

“Whistler Partnership Agreement” means the amended and restated agreement of limited partnership dated November 12, 2010 as amended on June 27, 2017 with respect to the Whistler LP made between Parent GP, WB GP, Nippon GP, and Nippon Cable Holdings (Canada) Ltd.

Section 1.02 Gender and Number

Any reference in the Credit Documents to gender includes all genders, and words importing the singular number only include the plural and vice versa.

Section 1.03 Interpretation not Affected by Headings, etc.

The provisions of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

Section 1.04 Currency

All references in the Credit Documents to dollars or \$, unless otherwise specifically indicated, are expressed in Cdn. \$.

Section 1.05 Certain Phrases, etc.

In any Credit Document (i) (y) the words “**including**” and “**includes**” mean “**including (or includes) without limitation**” and (z) the phrase “**the aggregate of**”, “**the total of**”, “**the sum of**”, or a phrase of similar meaning means “**the aggregate (or total or sum), without duplication, of**”, and (ii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “**from**” means “**from and including**” and the words “**to**” and “**until**” each mean “**to (or until) but excluding**”.

Section 1.06 Accounting Terms

All accounting terms not specifically defined in this Agreement shall be interpreted in accordance with GAAP.

Section 1.07 Non-Business Days

Whenever any payment is stated to be due on a day which is not a Business Day, such payment shall be made (except as herein otherwise expressly provided in respect of any [CORRA Advance or](#) SOFR Advance) on the next succeeding Business Day, and such extension of time shall be included in the computation of interest or Fees, as the case may be.

Section 1.08 Rateable Portion of Accommodations

References in this Agreement to a Lender’s rateable portion of Advances, ~~Drawings, Drafts and Bankers’ Acceptances~~ or rateable share of payments of principal, interest, Fees or any other amount, shall mean and refer to a rateable portion or share as nearly as may be rateable in the circumstances, as determined in good faith by the Administrative Agent. Each such determination by the Administrative Agent shall be *prima facie* evidence of such rateable share.

Section 1.09 Incorporation of Schedules

The schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it.

Section 1.10 Control of Equity Securities

Any reference to “**control**” when used in the Credit Documents in reference to Equity Securities constituting Collateral shall be interpreted by reference to the *Securities Transfer Act* (British Columbia) or other relevant Law in effect in the jurisdiction governing the perfection of a security interest in such Collateral.

Section 1.11 Acquisition or Disposition of Equity Securities

Wherever in this Agreement a limitation is placed upon the fair value of Assets acquired or Disposed by a Loan Party, an Acquisition or Disposal of Assets that are comprised of Equity Securities in a Loan Party shall be regarded for the purposes of complying with such limitation as the sum of (a) the consideration paid or received for the Equity Securities so acquired or Disposed and (b) the aggregate amount of the Debt of the Loan Party whose Equity Securities are so acquired or Disposed upon completion of such Acquisition or Disposition.

Section 1.12 Acknowledgement and Consent to Bail-In of Affected Financial Institutions

Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (1) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (2) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (a) a reduction in full or in part or cancellation of any such liability;
 - (b) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
 - (c) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

For the purposes hereof:

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing Law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other Law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation administration or other insolvency proceedings).

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member

Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

ARTICLE 2 CREDIT FACILITY

Section 2.01 Availability

- (1) Each Lender individually and not jointly and severally agrees, on the terms and conditions of this Agreement, to make Accommodations rateably to the Borrowers in accordance with such Lender's Commitment. The Swing Line Lender agrees, on the terms and conditions of this Agreement, to make Swing Line Advances to the Borrowers and to issue Documentary Credits for the account of the Borrowers in accordance with the Swing Line Commitment.
- (2) Accommodations under (i) the Credit Facility, in the case of Advances denominated in Canadian dollars, shall be made available as Canadian Prime Rate Advances or ~~Drawings of BA Instruments~~ CORRA Advances on the terms set forth herein and, in the case of Advances denominated in U.S. Dollars, shall be available as U.S. Base Rate Advances or SOFR Advances on the terms set forth herein, (ii) the Swing Line Commitment shall be made available, in the case of Swing Line Advances denominated in Canadian Dollars, as Canadian Prime Rate Advances and, in the case of Swing Line Advances denominated in U.S. Dollars, U.S. Base Rate Advances, on the terms set forth herein and as Documentary Credits denominated in Canadian Dollars or U.S. Dollars on the terms set forth herein.
- (3) The failure of any Lender to make an Accommodation shall not relieve any other Lender of its obligation, if any, in connection with any such Accommodation, but no Lender is responsible for any other Lender's failure in respect of such Accommodation.

Section 2.02 Commitments and Facility Limits

- (1) The Accommodations Outstanding:

- (a) owing to (i) all Lenders shall not, at any time, exceed the Aggregate Commitment, (ii) each Lender, shall not at any time exceed such Lender's Commitment;
 - (b) owing to the Swing Line Lender shall not, at any time, exceed the Swing Line Commitment; and
 - (c) owing to all Lenders and the Swing Line Lender in the aggregate shall not, at any time, exceed the Aggregate Commitment.
- (2) The Credit Facility shall revolve and, except as otherwise provided herein, no payment under the Credit Facility shall reduce the Commitments. Swing Line Advances shall be available on a revolving basis and, except as otherwise provided herein, no payment of Swing Line Advances or other repayment of Accommodations under the Swing Line Commitment shall reduce the Swing Line Commitment.
- (3) A conversion from one Type of Accommodation to another Type of Accommodation shall not constitute a repayment, prepayment, novation or new indebtedness.

Section 2.03 Use of Proceeds

- (1) The Borrowers shall use the proceeds of Accommodations to finance general corporate purposes of the Borrowers and the other Loan Parties.

Section 2.04 Mandatory Repayments and Reductions of Commitments

- (1) The Borrowers shall repay (subject to Section 9.01) the Accommodations Outstanding under the Credit Facility together with all interest, fees and other amounts owing in connection therewith in full on the Maturity Date.
- (2) The Borrowers shall repay (subject to Section 9.01), each Swing Line Advance in accordance with Section 3.06 and on the Maturity Date, and all Accommodations Outstanding in respect of Documentary Credits, together with all interest, fees and other amounts owing in connection therewith, in full on the Maturity Date.

Section 2.05 Mandatory Repayments

- (1) If at any time by reason of exchange rate fluctuations, the Accommodations Outstanding under the Credit Facility exceed 103% of the Aggregate Commitment, the Borrowers shall, on the third Business Day following such day, repay any Advances in the manner set forth in Section 2.06(1) (but without regard to the minimum amounts specified therein), such that the Accommodations Outstanding under the Credit Facility, after giving effect thereto, do not exceed the Aggregate Commitment at such time.

- (2) Each Loan Party shall be required to prepay any Accommodations Outstanding in an amount equal to the Net Proceeds from any Disposition of Assets (other than Permitted Dispositions, except as provided in clause (d) of the definition thereof) by any Loan Party or its Subsidiaries, which amount shall be applied within 5 days of receipt thereof to the repayment of Accommodations outstanding under the Credit Facility in accordance with Section 2.08 hereof; provided that such repayment shall not result in any permanent reduction of the Commitments and Accommodations under the Credit Facility shall thereafter continue to be available, subject to satisfaction of the conditions to Accommodation in Article 6.
- (3) Subject to compliance with the terms of the Development Agreements, an amount equal to the Net Proceeds of any property insurance required to be maintained pursuant to Article 8 (which, for certainty, shall not include general liability insurance, business liability insurance or business interruption insurance) received by any Loan Party or any of its Subsidiaries on account of each separate loss, damage or injury to any part of the Collateral in excess of \$2,500,000 (or the Equivalent U.S. \$ Amount, shall be applied (or to the extent the Administrative Agent or the Lenders are loss payees under any insurance policy, the Administrative Agent is hereby irrevocably directed to apply such Net Proceeds)) to the repayment of Accommodations Outstanding under the Credit Facility in accordance with Section 2.08 hereof; provided that such repayment shall not result in any permanent reduction of the Commitment and Accommodations under the Credit Facility shall thereafter continue to be available, subject to satisfaction of the conditions to Accommodations in Article 6.
- (4) If, at any time, the aggregate amount of Accommodations Outstanding by way of Swing Line Advances or Documentary Credits exceeds the Swing Line Commitment, the Borrowers shall promptly repay or cause to be promptly repaid Accommodations outstanding under the Swing Line (by way of repayment of Swing Line Advances, cash collateralizing outstanding Documentary Credits or otherwise) in an aggregate amount equal to the amount by which the aggregate Accommodations Outstanding by way of Swing Line Advances or Documentary Credits exceeds the Swing Line Commitment at such time.

Section 2.06 Optional Prepayments and Reductions of Commitments

- (1) The Borrowers may, subject to the provisions of this Agreement, (i) repay without penalty or bonus any Accommodations Outstanding under the Credit Facility; or (ii) reduce the unutilized portion of the Lenders' Commitments under the Credit Facility, in each case, in whole or, subject to the following sentence, in part, upon the number of days' notice to the Administrative Agent specified in Schedule 6 by a notice stating the proposed date and aggregate principal amount of the prepayment or reduction. In such case, the Borrowers shall pay to the applicable Lenders in accordance with such notice, the amount of such repayment or the amount by which the Accommodations Outstanding under the Credit Facility exceed the proposed reduced Commitment, as the case may be. Each partial repayment or reduction shall be in a minimum aggregate principal amount

of U.S. 1,000,000 or Cdn. \$1,000,000 and in an integral multiple of U.S. \$100,000 or Cdn. \$100,000. The amount of any Commitment reduction made by the Borrowers pursuant to clause (ii) above shall be permanent and irrevocable and shall permanently reduce the amount of the Credit Facility by such amount and each Lender's Commitment under the Credit Facility shall be rateably reduced. If a Daily Compounded CORRA Advance is repaid or partially repaid before the last day of the Interest Period, the principal and accrued interest will be paid on the date of the repayment.

- (2) ~~The Borrowers may, pursuant to this Section 2.06, prepay the amount of any Drawing under the Credit Facility by depositing with the Administrative Agent the Face Amount of such Drawing to be held by the Administrative Agent in an interest bearing account in the name of the applicable Lenders and irrevocably authorizing and directing the Administrative Agent to apply such amount on the maturity date for the relevant Drawing to the repayment of the relevant BA Instrument. Title to the funds held in such account shall pass to the Administrative Agent (for and on behalf of the applicable Lenders) on the date of deposit of such funds with the Administrative Agent and the Borrowers hereby acknowledge and agree that they shall have no legal or beneficial interest in such funds after the date of deposit of such funds in such account. Interest on amounts held on deposit by the Administrative Agent (at such rate as determined by the Administrative Agent, acting reasonably) shall be paid to the Borrowers on the maturity date for the relevant Drawing.~~

Section 2.07 Fees

- (1) The Borrowers shall pay to the Administrative Agent, for the rateable benefit of the Lenders, a commitment fee (the "**Commitment Fee**"), from the Effective Date, in the case of an initial Lender on the Effective Date, and otherwise from the effective date specified in the Assignment and Assumption pursuant to which any Eligible Assignee became a Lender, until the Maturity Date, at the rate specified in Schedule 7 (based on the Consolidated Total Leverage Ratio in effect from time to time) on the average daily amount of the unutilized Commitment of such Lender during such quarter. The Commitment Fee will be payable in arrears on the fifth Business Day of each of April, July, October and January and upon any termination of any Lender's Commitment, in each case for the actual number of days elapsed over a 365 day or 366 day year, as applicable.
- (2) The Borrowers shall pay an annual administrative fee and other fees to the Administrative Agent in accordance with the Fee Letters.

Section 2.08 Payments and Accommodations under this Agreement

- (1) Unless otherwise expressly provided in this Agreement, each Borrower shall make any payment required to be made by it to the Administrative Agent or any Lender by depositing the amount of the payment to the relevant Administrative Agent's Account for Payments not later than 1:00 p.m. (Toronto time) on the date the payment is due. The Borrower shall make each such payment (i) in

Canadian Dollars, if the Accommodation was originally made in Canadian Dollars and (ii) in U.S. Dollars, if the Accommodation was originally made in U.S. Dollars. Any repayment of a SOFR Advance or a CORRA Advance not made on the last day of the relevant Interest Period shall be accompanied by payment by the applicable Borrower of any applicable Breakage Costs. The Administrative Agent shall distribute to each applicable Lender, promptly on the date of receipt by the Administrative Agent of any payment, an amount equal to the amount then due each such Lender, and if such distribution is not made on that date, the Administrative Agent shall pay interest on the amount for each day, from the date the amount is received by the Administrative Agent until the date of distribution, at the prevailing interbank rate for late payments.

- (2) Unless otherwise expressly provided in this Agreement, the Administrative Agent shall make Accommodations under the Credit Facility and other payments to the Borrowers under this Agreement by crediting the relevant Borrowers' Account (or causing the relevant Borrowers' Account to be credited) with the amount of the payment ~~not later than 3:00 p.m. (Toronto time)~~ on the date the payment is to be made.
- (3) The Swing Line Lender shall make Swing Line Advances to the Borrowers by crediting the relevant Borrowers' Account with the amount of such Swing Line Advance ~~not later than 2:00 p.m. (Toronto time)~~ on the date such Swing Line Advance is to be made.
- (4) The Borrowers hereby authorize each Lender, if and to the extent any payment owed to such Lender by the Borrowers is not made to the Administrative Agent when due, to charge from time to time any amount due against any or all of the relevant Borrowers' Accounts with such Lender upon notice to the Borrowers.

Section 2.09 Application of Payments and Prepayments

- (1) Except as provided in Section 2.09(2) below, all amounts received by the Administrative Agent from or on behalf of the Borrowers and not previously applied under and pursuant to this Agreement shall be applied by the Administrative Agent as follows: (i) first, in reduction of the Borrowers' obligation to pay any unpaid interest and any Fees which are due and owing under the Credit Documents; (ii) second, in reduction of the Borrowers' obligation to pay any expenses, claims or losses referred to in Section 16.01; (iii) third, in reduction of the Borrowers' obligation to pay any amounts due and owing on account of any unpaid principal amount of Advances which are due and owing; (iv) fourth, in reduction of the Borrowers' obligation to pay any other unpaid Accommodations Outstanding which are due and owing; (v) fifth, in reduction of any other obligation of the Borrowers under this Agreement and the other Credit Documents; and (vi) sixth, to the Borrowers or such other Persons as may lawfully be entitled to or directed by the Borrowers to receive the remainder.

- (2) The proceeds received by the Administrative Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Administrative Agent of its remedies, and any other funds realized by Administrative Agent during the continuance of an Event of Default, shall be applied, subject to applicable Law, in full or in part, together with any other sums then held by the Administrative Agent pursuant to this Agreement, promptly by the Administrative Agent as follows:
- (a) *First*, to the payment of all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization including compensation to the Administrative Agent and its agents and counsel, and all expenses, liabilities, professional fees, advances made or incurred by the Administrative Agent in connection therewith and all amounts for which the Administrative Agent is entitled to indemnification pursuant to the provisions of any Credit Document, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;
 - (b) *Second*, without duplication of amounts applied pursuant to clause (a) above, to the payment in full in cash of (i) all accrued and unpaid interest under this Agreement and the outstanding principal amount of all Advances and Accommodations Outstanding, (ii) all obligations owing under the Eligible Hedging ~~Arrangements~~Agreements with Hedge Lenders and Other Secured Agreements, and (iii) all other obligations under the Credit Documents, in each case equally and rateably in accordance with the respective amounts thereof then due and owing; and
 - (c) *Third*, the balance, if any, to the person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns) or as a court of competent jurisdiction may direct.
- (3) The Borrowers shall give to the Administrative Agent notice in writing of any mandatory repayment required to be made under the Credit Facility pursuant to Section 2.05 at least five (5) Business Days prior to the date of such repayment and any voluntary repayment to be made under the Credit Facility pursuant to Section 2.06 at least three (3) Business Days prior to the date of such repayment. Each such notice (a “**Repayment Notice**”) shall be substantially in the form of Schedule 5, shall be irrevocable and binding upon the Borrowers once given by the applicable Borrower to the Administrative Agent and shall specify the date of such repayment and (if applicable) provide a reasonably detailed calculation of the amount of such repayment. The Administrative Agent will promptly notify each Lender of the contents of the applicable Borrower’s repayment notice and of such Lender’s *pro rata* share of the repayment.

Section 2.10 Computations of Interest and Fees

- (1) All computations of interest shall be made by the Administrative Agent taking into account the actual number of days occurring in the period for which such interest is payable pursuant to Section 3.05, and (i) if based on the Canadian Prime Rate, or the U.S. Base Rate, a year of 365 days or 366 days, as the case may be; ~~or~~ (ii) if based on Daily Compounded CORRA or Term CORRA, a year of 365 days; or (iii) if based on Term SOFR, on the basis of a year of 360 days.
- (2) All computations of Fees shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be, taking into account the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable.
- (3) For purposes of the *Interest Act* (Canada), (i) whenever any interest or Fee under this Agreement is calculated using a rate based on a number of days less than a full year, such rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate, (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by the number of days comprising such calculation basis; (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement; and (iii) the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.
- (4) If any provision of this Agreement or of any of the other Credit Documents would obligate a Loan Party to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by such Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by such Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to such Lender under the applicable Credit Document, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to such Lender which would constitute "interest" for purposes of Section 347 of the *Criminal Code* (Canada). Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if a Lender shall have received an amount in excess of the maximum permitted by that section of the *Criminal Code* (Canada), the Loan Party paying the amount shall be entitled, by notice in writing to such Lender, to obtain reimbursement from such Lender in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by such Lender to the Loan Party. Any amount or rate of interest referred to in this Section 2.10(4) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest

over the term that the applicable Accommodations Outstanding remain outstanding on the assumption that any charges, fees or expenses that fall within the meaning of “*interest*” (as defined in the *Criminal Code* (Canada)) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the date of this Agreement to the Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent shall be conclusive for the purposes of such determination.

- (5) The ~~interest rate on an Accommodation may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event or Canadian Benchmark Transition Event, as applicable, Section 3.07 and Section 3.08, respectively, provides a mechanism for determining an alternative rate of interest. The~~ Administrative Agent does not warrant or accept ~~any~~ responsibility for, and shall not have any liability with respect to, ~~(a) the continuation of, the administration of, submission of, calculation of, performance of or any other matter related to any interest rate used in this Agreement (including, without limitation, the U.S. Base Rate, Canadian Prime Rate, Daily Simple SOFR, SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, or (CDOR) Canadian Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Daily Compounded CORRA or Adjusted Term CORRA, or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative or, successor rate thereto, or replacement rate thereof thereto (including any Benchmark Replacement or Canadian Benchmark Replacement), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate (including any Benchmark Replacement or Canadian Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same value or economic equivalence of as the existing interest rate (or any component thereof) being replaced or have the same volume or liquidity as did any existing interest rate (or any component thereof), Canadian Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Daily Compounded CORRA, Adjusted Term CORRA or any other Canadian Benchmark or Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes or Canadian Benchmark Replacement Conforming Changes. The Administrative Agent and its affiliates and Affiliates or other related entities may engage in transactions that affect the calculation of any interest rate (or component thereof) used in this Agreement U.S. Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, the Canadian Benchmark, Canadian Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any alternative, successor or replacement rate (including any Benchmark Replacement or Canadian Benchmark Replacement or Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers Borrower.~~ The Administrative Agent

may select information sources or services in its reasonable discretion to ascertain ~~any interest rate used in this Agreement, any component thereof, or rates referred to in the definition thereof~~ the U.S. Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, Canadian Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Daily Compounded CORRA, Adjusted Term CORRA or any other Benchmark or Canadian Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the ~~Borrowers, Borrower, any Lender~~ or any other ~~Person~~ person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 2.11 Extension of the Credit Facility

At any time between 60 and 90 days prior to any anniversary of the Effective Date, provided no Default or Event of Default has occurred and is continuing, the Borrowers may, by written notice to the Administrative Agent, request that the Maturity Date be extended for a further period from the then applicable Maturity Date. The Administrative Agent shall forthwith notify each Lender of such request. Each Lender may, in its sole discretion, approve or decline such request. If a Lender fails to respond within 30 days of such notice from the Administrative Agent, it shall be deemed to have declined the extension. If the Majority Lenders confirm to the Administrative Agent in writing, not less than 30 days prior to the applicable anniversary date, that such extension is acceptable to them, then the Maturity Date shall be so extended in respect only of the Lenders who have approved the request for extension and the Administrative Agent shall so advise the Borrowers. If a Lender (the “**Declining Lender**”) indicates in writing to the Administrative Agent that the proposed extension is unacceptable (or is deemed to have declined the extension), the Administrative Agent shall so advise the Borrowers and the Borrowers shall be entitled, for a period up to, and including, the date which is 90 days prior to the Maturity Date as in effect in respect of such Lender, to propose one or more banks (collectively, the “**Replacement Lender**”) which, if not a Lender, shall be acceptable to the Administrative Agent (which acceptance shall not be unreasonably withheld), which Replacement Lender would be prepared to accept an assignment of the Accommodations Outstanding and Commitment under the Credit Facility of the Declining Lender in accordance with Section 17.01(2) hereof and to agree to the extension of the Maturity Date. If, within that time period, the Borrowers are able to propose such Replacement Lender and, if applicable, the Replacement Lender is so acceptable to the Administrative Agent, the Declining Lender shall no later than 30 days prior to the Maturity Date as in effect in respect of such Lender, assign its rights and obligations hereunder to the Replacement Lender in accordance with Section 17.01(2) hereof for a price equal to the principal amount of the Accommodations Outstanding under the Credit Facility of that Declining Lender then outstanding plus accrued interest on the principal amount of and all other amounts payable in respect of all Accommodations Outstanding of, and all fees and all other amounts payable hereunder under the Credit Facility to, that Declining Lender to the date of such assignment (or such lesser amount as the Declining Lender and the Replacement Lender may agree), payable in cash against receipt of such assignment. Upon the assignment of the Accommodations of a Declining Lender to a Replacement Lender having

occurred in accordance with this Section 2.11, the Maturity Date of the Credit Facility shall be deemed to have been extended in respect of such Replacement Lender in the manner which would have occurred had such Declining Lender originally confirmed the acceptability of the extension. If no assignment of the Accommodations of a Declining Lender occurs in accordance with this Section 2.11, then the Maturity Date of the Credit Facility in respect the Accommodations of such Declining Lender under the Credit Facility shall not be extended and the Accommodations Outstanding to such Declining Lender under the Credit Facility shall be due and payable in accordance with the provisions of this Agreement on such date and, upon such payment, each such Declining Lender shall cease to be a Lender hereunder and such Lender's Commitment shall be terminated and the Aggregate Commitment reduced accordingly. If the Majority Lenders do not approve the extension request or if no request for an extension of the Maturity Date is received from the Borrowers, the applicable Maturity Date shall not be extended and all amounts then outstanding under the Credit Facility shall be due and payable to the Administrative Agent for the account of the applicable Lenders on the such date.

Section 2.12 Incremental Commitments

- (1) The Borrowers may at any time or from time to time after the Effective Date, by notice to the Administrative Agent (an "**Incremental Commitment Request**"), request one or more increases in the amount of the Aggregate Commitment (a "**Commitment Increase**") under the Credit Facility (any such new Commitments, the "**Incremental Commitments**"), whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders.
- (2) On any Incremental Facility Closing Date on which any Incremental Commitments are effected through the establishment of any Commitment Increase, subject to the satisfaction of the terms and conditions in this Section 2.12, (i) each Incremental Lender shall make its new Commitment available rateably to the Borrowers in an amount equal to its Incremental Commitment and (ii) each Incremental Lender shall become a Lender hereunder with respect to the Incremental Commitment and the Accommodations made pursuant thereto.
- (3) Each Incremental ~~Loan~~Commitment Request from the Borrowers pursuant to this Section 2.12 shall set forth the requested amount of the relevant Incremental Commitments. Incremental Commitments may be provided by any existing Lender (but no existing Lender will have an obligation to make any Incremental Commitment), or by any other bank or other financial institution (any such other bank or other financial institution being called an "**Additional Lender**", and each such existing Lender or Additional Lender, the "**Incremental Lenders**"); provided that the Administrative Agent and the Swing Line Lender shall have consented (such consent not to be unreasonably withheld or delayed) to such Lender or Additional Lender providing such Commitment Increases to the extent such consent, if any, would be required under Section 17.01(2) for an assignment of Commitments or Accommodations Outstanding, as applicable, to such Lender or Additional Lender.

- (4) The terms of such Incremental Commitments shall be identical to the Commitments. The effectiveness of any Incremental Amendment, and the Incremental Commitments thereunder, shall be subject to the satisfaction on the date thereof (the “**Incremental Facility Closing Date**”) of each of the following conditions:
- (a) no Event of Default shall have occurred and be continuing or would exist after giving effect to such Incremental Commitments;
 - (b) each Incremental Commitment shall be in an aggregate principal amount that is not less than Cdn. \$5,000,000 or U.S. \$5,000,000, as applicable, and shall be in an increment of Cdn. \$1,000,000 or U.S. \$1,000,000, as applicable (provided that such amount may be less than Cdn. \$5,000,000 or U.S. \$5,000,000, as applicable, if such amount represents all remaining availability under the limit set forth in clause (c) of this Section 2.12(4));
 - (c) the aggregate amount of the Incremental Commitments shall not exceed Cdn. \$75,000,000;
 - (d) to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of (A) customary legal opinions, board resolutions and officers’ certificates substantially consistent with those delivered on the First ARCA Closing Date and (B) reaffirmation agreements and/or such amendments to the Credit Documents as may be reasonably requested by the Administrative Agent in order to ensure that such incremental Debt is provided with the benefit of the applicable Credit Documents; and
 - (e) such other conditions as the Borrowers, each Incremental Lender providing such Incremental Commitments and the Administrative Agent shall agree.
- (5) Incremental Commitments shall become Commitments (or in the case of an Incremental Commitment to be provided by an existing Lender, an increase in such Lender’s applicable Commitment) under this Agreement pursuant to an amendment (an “**Incremental Amendment**”) to this Agreement and, as appropriate, the other Credit Documents, executed by the Borrowers, the other Loan Parties, each Incremental Lender providing such Commitments and the Administrative Agent. The Incremental Amendment may effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrowers, to effect the provisions of this Section 2.12(5), without the consent of any Lender or any other Loan Party.
- (6) Upon any Incremental Facility Closing Date on which Incremental Commitments are effected, (a) each of the existing Lenders shall assign to each of the Incremental Lenders, and each of the Incremental Lenders shall purchase from each of the existing Lenders, at the principal amount thereof, such interests in the

Accommodations Outstanding on such Incremental Facility Closing Date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Accommodations will be held by existing Lenders and Incremental Lenders ratably in accordance with their Commitments after giving effect to the addition of such Incremental Commitments, (b) each Incremental Commitment shall be deemed for all purposes a Commitment and each Accommodation made thereunder shall be deemed, for all purposes, an Accommodation and (c) each Incremental Lender shall become a Lender with respect to the Incremental Commitments and all matters relating thereto. The parties hereto hereby agree that the minimum borrowing and repayment requirements in Article 3 of this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence.

Section 2.13 Security

- (1) The Borrowers shall provide or cause to be provided by the Guarantors or the Limited Recourse Guarantors, as applicable, to the Administrative Agent, for and on behalf of the Lenders and the Hedge Lenders and Service Lenders, as continuing collateral security for the present and future indebtedness and liability of the Borrowers, the Guarantors and the Limited Recourse Guarantors hereunder and under the other Credit Documents to which they respectively are a party to the Administrative Agent and the Lenders, the following security (the “**Security**”), in form and substance satisfactory to the Administrative Agent, together with any relevant required power of attorney, registrations, filings and other supporting documentation deemed necessary by the Administrative Agent or its counsel to perfect the same or otherwise in respect thereof:
 - (a) in the case of each Guarantor, a Guarantee, dated as of the First ARCA Closing Date;
 - (b) for each Loan Party, one or more security agreements, dated as of the First ARCA Closing Date, constituting a security interest in all personal property and assets of the Loan Parties (including all contract rights, inventory, accounts, general intangibles, Equity Securities, deposit accounts, Intellectual Property, equipment and proceeds of the foregoing) (each being a “**Security Agreement**”) which charge shall be a first priority Encumbrance (subject, if and to the extent applicable, to Permitted Encumbrances), or a confirmation of any such existing security agreement in form and substance satisfactory to the Administrative Agent, together with all consents and authorizations required in connection with the grant of Security including, for greater certainty, the consent of Her Majesty the Queen in Right of the Province of British Columbia, represented by the minister responsible for the *Land Act* (the “**Province**”) as required by the Development Agreements (the “**Province Consent**”);

- (c) in the case of each of the Limited Recourse Guarantors, a limited recourse guarantee in form satisfactory to the Administrative Agent (each being a “**Limited Recourse Guarantee**”), together with a securities pledge agreement in form and substance satisfactory to the Administrative Agent pursuant to which it pledges to the Administrative Agent and the Lenders its respective Equity Securities in the Borrowers, which pledge shall create a first priority Encumbrance (subject, if and to the extent applicable, to Permitted Encumbrances), or in each such case a confirmation of any such existing limited recourse guarantee and securities pledge agreement in form and substance satisfactory to the Administrative Agent;
- (d) with respect to all Material Owned Real Properties, Material Crown Tenures and Material Leases, in each case, as of the First ARCA Closing Date, and within (i) 10 days following the acquisition of any Material Owned Real Property or Material Leases or (ii) 21 days following the acquisition of any Material Crown Tenures (or in the case of (i) or (ii) above such later date as the Administrative Agent may agree in its reasonable discretion, but which shall be no later than 90 days from the date of the acquisition of such Material Owned Real Property, Material Crown Tenures or Material Leases), debentures, mortgages, deeds of trust or deeds to secure Debt in form and substance satisfactory to the Administrative Agent, constituting a charge on such real property interest of the Loan Parties, which charge shall be a first priority Encumbrance (subject, if and to the extent applicable, to any Permitted Encumbrances) on such Material Owned Real Property, Material Crown Tenures or Material Leases and a floating charge on all other Crown Tenures, Leases and Owned Real Property and other real property Assets of the Loan Parties, or in each case, a confirmation and amendment agreement in respect of any existing debenture (each being a “**Debenture**”); together with:
 - (i) all consents and authorizations required in connection with the grant of such Security and evidence that counterparts of the Debentures have been duly executed, acknowledged and delivered and are in form suitable for filing, registration or recording in all filing or recording offices that the Administrative Agent may deem necessary in order to create a valid first priority Encumbrance (subject, if and to the extent applicable, to Permitted Encumbrances) on the property described therein in favour of the Administrative Agent for the benefit of the Lenders and that all filing, recording and similar taxes and fees have been paid;
 - (ii) where required by the Administrative Agent, an opinion from counsel to the Borrowers in form and substance satisfactory to the Administrative Agent, acting reasonably, with respect to the fee simple title of the relevant Loan Parties to the Material Owned

Real Property and the registered leasehold title of the relevant Loan Parties to the Material Leased Real Property, in each case, against which the Debentures are to be registered in the British Columbia Land Title Office, and the registration in such Land Title Office, upon such registered fee simple and leasehold titles, of the Form B mortgages in respect of the Debentures and any related fixture filings as a first priority mortgage and charge, subject only to Permitted Encumbrances;

- (iii) opinions of local counsel for the Loan Parties in the jurisdiction in which the secured properties are located, with respect to customary matters including the enforceability of the Security Agreement and the Debentures and the validity, creation and perfection of the Encumbrances created thereby, which opinions shall be in form and substance satisfactory to the Administrative Agent; and
 - (iv) evidence of the insurance required by the terms of this Agreement.
- (2) The Borrowers will from time to time at their expense duly authorize, execute and deliver (or cause the applicable Loan Party or Limited Recourse Guarantor to authorize, execute and deliver) to the Administrative Agent such further instruments, control agreements and documents and take such further action as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits granted or intended to be granted to the Administrative Agent by the Credit Documents and of the rights and remedies therein granted to the Administrative Agent, including the filing of financing statements or other documents under any Law with respect to the Encumbrances created thereby. The Loan Parties acknowledge that the Credit Documents have been prepared on the basis of Law in effect on the First ARCA Closing Date (other than the Credit Agreement and the Guarantee and Security Confirmation which were prepared on the basis of Law in effect on the Effective Date), and that changes to Law may require the execution and delivery of different forms of documentation, and accordingly the Administrative Agent shall have the right (acting reasonably) to require that the Credit Documents be amended, supplemented or replaced (and the Borrowers shall, or shall cause the applicable Loan Party or Limited Recourse Guarantor to duly authorize, execute and deliver to the Administrative Agent any such amendment, supplement or replacement reasonably requested by the Administrative Agent with respect to any of the Credit Documents) within 30 days of written request therefor (i) to reflect any Change in Law, whether arising as a result of statutory amendments, court decisions or otherwise; (ii) to facilitate the creation and registration of appropriate forms of security in applicable jurisdictions; or (iii) to confer upon the Administrative Agent Encumbrances similar to the Encumbrances created or intended to be created by the Credit Documents.

ARTICLE 3 CREDIT FACILITY ADVANCES

Section 3.01 The Advances

- (1) Each Lender individually, and not jointly and severally (or solidarily) agrees, on the terms and conditions of this Agreement, and from time to time prior to the Maturity Date, to make Advances to the Borrowers on any Business Day.
- (2) The Swing Line Lender agrees, on the terms and conditions of this Agreement from time to time until the Maturity Date to make Advances to the Borrowers on any Business Day. Upon the making of any Swing Line Advance by the Swing Line Lender, each Lender hereby irrevocably agrees to purchase from the Swing Line Lender a risk participation in such Swing Line Advance in an amount equal to the product of such Lender's Applicable Percentage of the Credit Facility times the principal amount of such Swing Line Advance upon notice from the Swing Line Lender.
- (3) The Administrative Agent shall give each applicable Lender prompt notice of any Borrowing Notice received from a Borrower and of each applicable Lender's rateable portion of any Advance.
- (4) Each Borrowing shall consist of the same Types of Advances made to a Borrower on the same day rateably by the relevant Lenders.

Section 3.02 Procedure for Borrowing.

- (1) Except as provided in Section 3.06 and Section 5.06(2), each Borrowing under the Credit Facility shall be in a minimum amount of (i) Cdn. \$1,000,000 and in an integral multiple of Cdn. \$100,000 in the case of CORRA Advances and Canadian Prime Rate Advances and (ii) U.S. \$1,000,000 and in an integral multiple of U.S. \$100,000 in the case of Borrowings by way of SOFR Advances or U.S. Base Rate Advances. Each such Borrowing shall be made on the number of days prior notice specified in Schedule 6, given not later than 1:00 p.m. (Toronto time), in each case by the applicable Borrower to the Administrative Agent. Each notice of a Borrowing (a "**Borrowing Notice**") shall be in substantially the form of Schedule 1, shall be irrevocable and binding on the Borrowers once given by the applicable Borrower to the Administrative Agent, and shall specify (i) the requested date of the Borrowing; (ii) the aggregate amount and currency of the Borrowing; (iii) the Type of Advances comprising the Borrowing; and (iv) in the case of a SOFR Advance or a CORRA Advance, the initial Interest Period applicable to such Advance. Upon receipt by the Administrative Agent of funds from the Lenders and fulfilment of the applicable conditions set forth in Article 6, the Administrative Agent will make such funds available to the Borrowers in accordance with Article 2.

Section 3.03 Conversions and Rollovers Regarding Advances

- (1) Each Advance shall initially be the Type of Advance specified in the applicable Borrowing Notice and shall bear interest at the rate applicable to such Type of Advance (determined as provided in Section 3.05) until (i) in the case of a SOFR Advance or CORRA Advance, the end of the initial Interest Period applicable thereto as specified in the applicable Borrowing Notice, (ii) in the case of a Canadian Prime Rate Advance or U.S. Base Rate Advance, the date on which the relevant Type of Advance is repaid in full or is converted to another Type of Advance pursuant to and to the extent permitted by Section 3.03(2).
- (2) The Borrowers may elect to (i) convert any Advance (other than a Swing Line Advance) outstanding thereunder to another Type of Accommodation denominated in the same currency available thereunder in accordance with Section 3.03(3) ~~or Section 4.05, as applicable~~, (x) in the case of a Canadian Prime Rate Advance or U.S. Base Rate Advance, as of any Business Day or (y) in the case of a SOFR Advance or CORRA Advance, as of the last day of the Interest Period applicable to such SOFR Advance or CORRA Advance; or (ii) continue any SOFR Advance or CORRA Advance for a further Interest Period, beginning on the last day of the then current Interest Period, in accordance with Section 3.03(3).
- (3) Each election to convert from one Type of Advance to another Type of Accommodation or to continue a SOFR Advance or CORRA Advance for a further Interest Period shall be made on the number of days prior notice specified in Schedule 6 given, in each case, not later than 1:00 p.m. (Toronto time) by the applicable Borrower to the Administrative Agent. Each such election shall be made by giving a notice (a “**Rollover/Conversion Notice**”) substantially in the form of Schedule 2 and shall be irrevocable and binding upon the Borrowers. If a Borrower fails to deliver a Rollover/Conversion Notice to the Administrative Agent for any SOFR Advance or CORRA Advance as provided in this Section 3.03(3), such SOFR Advance shall be converted (as of the last day of the applicable Interest Period) to and thereafter shall be outstanding as a U.S. Base Rate Advance and such CORRA Advance shall be converted (as of the last day of the applicable Interest Period) to and thereafter shall be outstanding as a Canadian Prime Rate Advance. The Borrower shall not select an Interest Period which conflicts with the definition of Interest Period in Section 1.01 or ends after the Maturity Date.
- (4) Upon the occurrence of, and during the continuance of, an Event of Default, the Borrowers shall not have the right to convert Advances into, or to continue SOFR Advances, and each SOFR Advance shall convert to a U.S. Base Rate Advance at the end of the applicable Interest Period or (ii) ~~BA Instruments~~CORRA Advances, and each ~~Accommodation outstanding by way of BA Instruments~~CORRA Advance shall convert to a Canadian Prime Rate

Advance ~~on~~at the ~~maturity date for the BA Instrument~~end of the applicable Interest Period.

Section 3.04 ~~Circumstances Requiring Floating Rate Pricing~~Inability to Determine CORRA or SOFR Rates

Subject to Sections 3.07 and 3.08, if, on or prior to the first day of any Interest Period for any CORRA Advance or SOFR Advance, the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Term SOFR”, “Daily Compounded CORRA” or “Term CORRA”, as applicable, cannot be determined pursuant to the definition thereof for reasons other than a Benchmark Transition Event or a Canadian Benchmark Transition Event, then the Administrative Agent will promptly so notify the Borrowers and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make or continue the affected Advances shall be suspended (to the extent of the affected Advances and the affected Interest Periods) until the Administrative Agent revokes such notice.

Upon receipt of such notice, (x) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of affected Advances (to the extent of the affected Advances and the affected Interest Periods), (y) if the affected Advance is a Term CORRA Advance, the Borrower may elect to convert any such request into a request for a borrowing of or a conversion to Daily Compounded CORRA Advances (if Daily Compounded CORRA Advances is not affected by this Section 3.04), or, failing such revocation or election, (z) the Borrower will be deemed to have converted any such request into a request for an Advance of or conversion to Canadian Prime Rate Advances (in the case of CORRA Advances) or U.S. Base Rate Advances (in the case of SOFR Advances) in the amount specified therein. If the affected Advance is a Term CORRA Advance, the Borrower may elect to convert any outstanding affected Term CORRA Advances at the end of the applicable Interest Period, into Daily Compounded CORRA Advances (if Daily Compounded CORRA Advances is not affected by this Section 3.04, and otherwise, or failing such election, any outstanding affected Advances will be deemed to have been converted into U.S. Base Rate Advances (in the case of SOFR Advances) or Canadian Prime Rate Advances (in the case of CORRA Advances) at the end of the applicable Interest Period). Upon any such conversion, the Borrower shall also pay any additional amounts required herein.

- ~~(1) -If a Lender determines acting reasonably in good faith and notifies the Borrower and the Administrative Agent in writing that (i) by reason of circumstances affecting financial markets inside or outside Canada, deposits of U.S. Dollars are unavailable to such Lender; (ii) adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided in the definition of Adjusted Term SOFR; (iii) the making or continuation of any SOFR Advances has been made impracticable (x) by the occurrence of a contingency (other than a mere increase in rates payable by such Lender to fund the Advances or a decrease in the creditworthiness of such Lender) which adversely affects the funding of the Credit Facility at any interest rate computed on the basis of Adjusted Term SOFR; or (y) by reason of a change since the date of this~~

~~Agreement in any Law or in the interpretation thereof by any Governmental Authority which affects such Lender or any relevant financial market and which results in Adjusted Term SOFR no longer representing the effective cost to such Lender of deposits in such market; or (iv) any change to any Law or in the interpretation or application thereof by any Governmental Authority, has made it unlawful for such Lender to make or maintain or to give effect to its obligations in respect of SOFR Advances as contemplated hereby; then,~~

- ~~(a) the right of the Borrower to select SOFR Advances, **as the case may be**, from such Lender shall be suspended until such Lender determines acting reasonably in good faith that the circumstances causing the suspension no longer exist and such Lender so notifies the Administrative Agent;~~
 - ~~(b) if any affected SOFR Advance is not yet outstanding, any applicable Borrowing Notice shall be suspended until such Lender determines acting reasonably in good faith that the circumstances causing such suspension no longer exist and such Lender so notifies the Administrative Agent; and~~
 - ~~(c) if any SOFR Advance is already outstanding at any time when the right of the Borrower to select SOFR Advances is suspended, it and all other SOFR Advances in the same Borrowing with respect to such Lender shall (subject to the Borrower having the right to select the relevant Type of Advance at such time) become a U.S. Base Rate Advance on the last day of the then current Interest Period or applicable thereto (or on such earlier date as may be required to comply with any Law).~~
- ~~(2) The Administrative Agent shall promptly notify the Borrower of the suspension of its right to request a SOFR Advance from such Lender and of the termination of any such suspension. Upon notice from the Administrative Agent of the suspension of the right to request a SOFR Advance from such Lender, the Borrower may (i) either replace such Lender with a substitute Lender or Lenders, in which event such Lender shall execute and deliver an Assignment and Assumption in favour of such substitute Lender or Lenders pursuant to Section 17.01(2)(f) in respect of the whole of its Commitments; or (ii) prepay all Accommodations Outstanding of such affected Lender and thereupon reduce such affected Lender's Commitments to nil, all without affecting the Commitments of any other Lenders.~~

Section 3.05 Interest on Advances

The Borrowers shall pay interest on the unpaid principal amount of each Advance made to it, from the date of such Advance until such principal amount is repaid in full, at the following rates per annum:

- (1) **Canadian Prime Rate Advances.** If and so long as such Advance is a Canadian Prime Rate Advance and subject to clause (26) below, at a rate per annum equal at all times to the Canadian Prime Rate in effect from time to time plus the Applicable Margin, calculated daily and payable in arrears (i) ~~quarterly~~ **monthly**.

on the fifth Business Day of ~~each of April, July, October and January~~ the following month; and (ii) when such Canadian Prime Rate Advance becomes due and payable in full pursuant to the provisions hereof.

- (2) **U.S. Base Rate Advances.** If and so long as such Advance is a U.S. Base Rate Advance and subject to clause (46) below, at a rate per annum equal at all times to the U.S. Base Rate in effect from time to time plus the Applicable Margin, calculated daily and payable in arrears (i) ~~quarterly~~ monthly, on the fifth Business Day of ~~each of April, July, October and January~~ the following month; and (ii) when such U.S. Base Rate Advance becomes due and payable in full pursuant to the provisions hereof.
- (3) **SOFR Advances.** If and so long as such Advance is a SOFR Advance and subject to clause (46) below, at a rate per annum equal, at all times during each Interest Period for such SOFR Advance, to the sum of Adjusted Term SOFR for such Interest Period plus the Applicable Margin, payable in arrears on the earliest of (i) on the last day of such Interest Period (provided that in the case of an Interest Period of a SOFR Advance of a duration longer than three months, accrued interest on such SOFR Advance shall be paid no less frequently than every three months from the first day of such Interest Period or during the term of such Interest Period); and (ii) when such SOFR Advance becomes due and payable in full pursuant to the provisions hereof.
- (4) **Term CORRA Advances.** If and so long as such Advance is a Term CORRA Advance and subject to clause (6) below, at a rate per annum equal, at all times during each Interest Period for such CORRA Advance, to the sum of Adjusted Term CORRA for such Interest Period plus the Applicable Margin, payable in arrears on the earliest of (i) on the last day of such Interest Period; and (ii) when such CORRA Advance becomes due and payable in full pursuant to the provisions hereof.
- (5) **Daily Compounded CORRA Advances.** If and so long as such Advance is a Daily Compounded CORRA Advance and subject to clause (6) below, at a rate per annum equal, at all times during each Interest Period for such CORRA Advance, to the sum of Adjusted Daily Compounded CORRA for such Interest Period plus the Applicable Margin, payable in arrears on the earliest of (i) on the last day of such Interest Period; and (ii) when such CORRA Advance becomes due and payable in full pursuant to the provisions hereof.
- (6) ~~(4)~~ **Default Interest.** Upon the occurrence and during the continuance of an Event of Default, under Section 9.01(1)(a) or (b) or Section 9.01(1)(i) subject to Law, the Borrowers shall pay interest on its obligations in respect of the Credit Facility (“**Default Interest**”) on (i) the unpaid principal amount of each Accommodation Outstanding to each Lender, and the amount of any interest not paid when due, payable in arrears on the dates referred to in clause (1), (2) ~~or~~, (3), (4) or (5) above, as applicable, and on demand, at a rate per annum equal at

all times to 2% per annum above the rate per annum required to be paid on such Accommodation Outstanding pursuant to clause (1), (2) ~~or~~, (3), (4) or (5) above, as applicable, above (or the rate of such overdue interest, as applicable), and (ii) the amount of any fee or other amount payable under this Agreement or any other Credit Document to the Administrative Agent or any Lender that is not paid when due, from the date such amount shall be due until such amount shall be paid in full, payable in arrears on the date such amount shall be paid in full and on demand, at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on Canadian Prime Rate Advances pursuant to clause (1) above or U.S. Base Rate Advances pursuant to clause (2) above, as applicable.

Section 3.06 Swing Line Advances

- (1) Subject to payment of the customary fees and charges of the Swing Line Lender for operation of the applicable accounts, the Swing Line Lender shall provide the Borrowers with a Canadian Dollar and a U.S. Dollar account at the main branch in Vancouver, British Columbia of the Swing Line Lender. At any time after the Effective Date that the Borrowers would be entitled to obtain Advances under the Credit Facility, the Borrowers shall be entitled to draw cheques or make other debit transactions in Canadian Dollars and US Dollars on its accounts with the Swing Line Lender. The amount of any overdraft in the accounts of the Borrowers at the end of each Business Day, subject to appropriate adjustments, shall be deemed to be a Canadian Prime Rate Advance or a U.S. Base Rate Advance, as applicable to the Borrowers. The credit balance in such accounts at the end of each Business Day, subject to appropriate adjustments, shall be applied by the Swing Line Lender as a repayment of outstanding Swing Line Advances and such accounts shall be reduced accordingly. Except as otherwise specified, Swing Line Advances shall be subject to all the provisions of this Agreement applicable to Canadian Prime Rate Advances or U.S. Base Rate Advances under the Credit Facility.
- (2) The aggregate outstanding amount of all Swing Line Advances at any time, together with all Accommodations Outstanding by way of Documentary Credits, shall not exceed the Swing Line Commitment of the Swing Line Lender. No Swing Line Advance or Issue of a Documentary Credit shall be made by the Swing Line Lender if it has received notice that an Event of Default has occurred and is continuing.
- (3) Notwithstanding any other provision of this Agreement, the minimum notice requirements and minimum amounts and required multiples for Advances and repayments hereunder shall not apply to Swing Line Advances.
- (4) The Administrative Agent shall on the last Business Day of each week, and the Swing Line Lender may, at any time in its sole and absolute discretion, request on behalf of the Borrowers (and the Borrowers hereby irrevocably authorize the Swing Line Lender to so request on its behalf), upon notice to the Administrative

Agent by the Swing Line Lender no later than 10:00 a.m. (Toronto time) on the applicable date, in either case, that each Lender make a Canadian Prime Rate Advance or U.S. Base Rate Advance, as applicable, in an amount equal to such Lender's *pro rata* share of the amount of Swing Line Advances made by the Swing Line Lender then outstanding. Such request shall be deemed to be a Borrowing Notice for purposes hereof and shall be made in accordance with the provisions of Section 3.02(1) without regard solely to the minimum amounts specified therein but subject to the satisfaction of the conditions set forth in Section 6.04 (except that the Borrowers shall not be deemed to have made any representations and warranties), and the Administrative Agent shall apply the proceeds of any such Advances in repayment of the Swing Line Advances then outstanding.

- (5) If for any reason any Swing Line Advance cannot be refinanced by a Borrowing as contemplated by Section 3.06(4), the request for Canadian Prime Rate Advances or U.S. Base Rate Advances submitted by the Swing Line Lender as set forth in Section 3.06(4) shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Advance and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 3.06(4) shall be deemed payment in respect of such participation.
- (6) If and to the extent that any Lender shall not have made the amount of its *pro rata* share of such Swing Line Advance available to the Administrative Agent in accordance with the provisions of Section 3.06(4), such Lender agrees to pay to the Administrative Agent forthwith on demand such amount together with interest thereon, for each day from the date of the applicable Borrowing Notice delivered by the Swing Line Lender until the date such amount is paid to the Administrative Agent, for the account of the Swing Line Lender in accordance with prevailing banking industry practice for interbank compensation.

Each Lender's obligation to make Canadian Prime Rate Advances or U.S. Base Rate Advances, or to purchase and fund risk participations in a Swing Line Advance pursuant to this Section 3.06, shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrowers or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or Event of Default, (iii) whether any of the conditions specified in Article 6 are then satisfied; or (iv) any other occurrence, event or condition, whether or not similar to any of the foregoing. No funding of risk participations shall relieve or otherwise impair the obligation of the Borrowers to repay Swing Line Advances, together with interest as provided herein.

Section 3.07 Canadian Benchmark Replacement Setting.

~~Notwithstanding anything to the contrary herein or in any other Credit Document (and Eligible Hedging Agreements shall be deemed not to be a "Credit Document" for purposes of this Section 3.07):~~

- (1) ~~Replacing CDOR.~~ On May 16, 2022 Refinitiv Benchmark Services (UK) Limited ("RBSL"), the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, June 28, 2024. On the date ~~that all Canadian Available Tenors of CDOR have either permanently or indefinitely ceased to be provided by RBSL (the "CDOR Cessation Date")~~, if Benchmark Replacement Notwithstanding anything to the contrary herein or in any other Credit Document, if a Canadian Benchmark Transition Event and its related Canadian Benchmark Replacement Date have occurred prior any setting of the then-current Canadian Benchmark ~~is CDOR, the, then (x) if a Canadian Benchmark~~ Replacement is determined in accordance with clause (a) of the definition of "Canadian Benchmark Replacement" for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Credit Document in respect of any setting of such Canadian Benchmark on such day and all setting and subsequent Canadian Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document. ~~If the and (y) if a Canadian Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a quarterly basis.~~
- (2) determined in accordance with clause (b) of Replacing Future Canadian Benchmarks. Upon the occurrence of a Canadian Benchmark Transition Event, the the definition of "Canadian Benchmark Replacement" for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace ~~the then-current~~ such Canadian Benchmark for all purposes hereunder and under any Credit Document in respect of any ~~Canadian~~ Benchmark setting at or after ~~5:00 p.m.~~ 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Canadian Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Canadian Benchmark Replacement from Lenders comprising the Majority Lenders. ~~At any time that the administrator of the then-current Canadian Benchmark has permanently or indefinitely ceased to provide such Canadian Benchmark or such Canadian Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Canadian Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored, the applicable Borrower may revoke any request for a borrowing of,~~

~~conversion to or continuation of Accommodations to be made, converted or continued that would bear interest by reference to such Canadian Benchmark until the Borrowers' receipt of notice from the Administrative Agent that a Canadian Benchmark Replacement has replaced such Canadian Benchmark, and, failing that, the applicable Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to a Canadian Prime Rate Advance. During the period referenced in the foregoing sentence, the component of Canadian Prime Rate based upon the Canadian Benchmark will not be used in any determination of Canadian Prime Rate. If the Canadian Benchmark Replacement is Adjusted Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period.~~

No Hedging Agreement shall be deemed to be a "Credit Document" for purposes of this Section 3.07.

- (2) ~~(3)~~ Canadian Benchmark Replacement Conforming Changes. In connection with the ~~implementation and use,~~ administration, adoption or implementation of a Canadian Benchmark Replacement, the Administrative Agent will have the right to make Canadian Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Canadian Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.
- (3) ~~(4)~~ Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the ~~Borrowers~~ Borrower and the Lenders of (i) ~~of~~ the implementation of any Canadian Benchmark Replacement, and (ii) ~~of any occurrence of a Term CORRA Transition Event,~~ (iii) of the effectiveness of any Canadian Benchmark Replacement Conforming Changes, ~~and (iv) by delivering a BA Cessation Notice in connection with the use, administration, adoption or implementation of a Canadian Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Canadian Benchmark pursuant to Section 3.07(7), of its intention to terminate the obligation of the Lenders to make or maintain Bankers' Acceptances~~ 2) and (y) the commencement of any Canadian Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this ~~Section 3.07;~~ including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party ~~hereto~~ to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 3.07.

- (4) ~~(5)~~ ~~Unavailability of Tenor of Canadian Benchmark.~~ ~~At~~ Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Canadian Benchmark Replacement), (i) if the then-current Canadian Benchmark is a term rate (including Term CORRA or CDOR), then (i) and either (A) any tenor for such Canadian Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent may remove any tenor in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Canadian Benchmark that is has provided a public statement or publication of information announcing that any tenor for such Canadian Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Canadian Benchmark settings at or after such time to remove such unavailable or non-representative of the tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Canadian Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Canadian Benchmark (including the Canadian Benchmark Replacement) settings and (ii), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Canadian Benchmark settings at or after such time to reinstate any such previously removed tenor for the Canadian Benchmark (including the Canadian Benchmark Replacement) settings.
- (5) Canadian Benchmark Unavailability Period Upon the Borrower's receipt of notice of the commencement of a Canadian Benchmark Unavailability Period, the Borrower may revoke any pending request for an Advance of, conversion to or continuation of Advances, which are of the type that have a rate of interest determined by reference to the then-current Canadian Benchmark, to be made, converted or continued during any Canadian Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for an Advance of or conversion to, (i) for a Canadian Benchmark Unavailability Period in respect of Term CORRA, Daily Compounded CORRA Advances, and (ii) for a Canadian Benchmark Unavailability Period in respect of a Canadian Benchmark other than Term CORRA, Canadian Prime Rate Advances.
- (6) ~~Secondary Term CORRA Conversion.~~ Notwithstanding anything to the contrary herein or in any Credit Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the Canadian Benchmark Replacement described in clause (1)(a) of such definition will replace the then-current Canadian Benchmark for all purposes hereunder or under any Credit Document in respect of any setting of such Canadian Benchmark on such day and all subsequent settings, without any

amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document; and (ii) each Accommodation outstanding on the Term CORRA Transition Date bearing interest based on the then-current Canadian Benchmark shall convert, on the first day of the next interest payment period, into a an Accommodation bearing interest at the Canadian Benchmark Replacement described in clause (1)(a) of such definition for the respective Canadian Available Tenor as selected by the Borrowers as is available for the then-current Canadian Benchmark; *provided that*, this clause (f) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrowers a Term CORRA Notice, and so long as the Administrative Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date of the Term CORRA Notice, written notice of objection to such conversion to Term CORRA from Lenders comprising the Majority Lenders or the Borrower.

- (7) ~~**Bankers' Acceptances.**~~ The Administrative Agent shall have the option to, effective as of the date set out in the BA Cessation Notice, which shall be a date on or after the CDOR Cessation Date (the "~~**BA Cessation Effective Date**~~"), terminate the obligation of the Lenders to make or maintain Bankers' Acceptances, provided that the Administrative Agent shall give notice to the Borrowers and the Lenders at least thirty (30) ~~Business Days prior to the BA Cessation Effective Date~~ ("~~**BA Cessation Notice**~~"). If the BA Cessation Notice is provided, then as of the BA Cessation Effective Date, so long as the Administrative Agent has not received, by 5:00 p.m. Toronto time on the fifth (5th) Business Day after the date of the BA Cessation Notice, written notice of objection to the termination of the obligation to make or maintain Bankers' Acceptances from Lenders comprising the Majority Lenders, (i) any Drawing Notice that requests the conversion of any Accommodation to, or rollover of any Accommodation as, a Bankers' Acceptance shall be ineffective, and (ii) if any Drawing Notice requests a Bankers' Acceptance, such Accommodation shall be made as an Accommodation of the same tenor bearing interest calculated with reference to the Canadian Benchmark Replacement. For the avoidance of doubt, any outstanding Bankers' Acceptance shall remain in effect following the CDOR Cessation Date until such Bankers' Acceptance's stated maturity.

(8) ~~**Definitions.**~~

~~"Canadian Available Tenor"~~ means, as of any date of determination and with respect to the ~~then-current~~ Canadian Benchmark, as applicable, (x) if ~~the then-current Canadian~~ Benchmark is a term rate, any tenor for such Canadian Benchmark that is or may be used for determining the length of an ~~Interest Period~~ or (y) otherwise, any payment period for interest calculated with reference to such Canadian Benchmark, ~~as applicable, pursuant to this Agreement as of such date.~~

~~"Canadian Benchmark"~~ means, initially, CDOR; ~~provided that if a replacement of the Canadian Benchmark has occurred pursuant to this Section 3.07, then "Canadian Benchmark" means the applicable Canadian Benchmark Replacement to the extent that~~

~~such Canadian Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Canadian Benchmark” shall include, as applicable, the published component used in the calculation thereof.~~

~~“Canadian Benchmark Replacement”, means, for any Canadian Available Tenor:~~

- ~~(a) For purposes of Section 3.07(1), the first alternative set forth below that can be determined by the Administrative Agent:~~
- ~~(i) the sum of: (i) Term CORRA and (ii) 0.29547% (29.547 basis points) for a Canadian Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for a Canadian Available Tenor of three-months’ duration; or~~
- ~~(ii) the sum of: (i) Daily Compounded CORRA and (ii) 0.29547% (29.547 basis points) for a Canadian Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for a Canadian Available Tenor of three-months’ duration;~~
- ~~(b) For purposes of Section 3.07(2), the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrowers as the replacement for such Canadian Available Tenor of such Canadian Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Canadian Governmental Body, for Canadian Dollar-denominated syndicated credit facilities at such time;~~

~~provided that, if the Canadian Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Canadian Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.~~

~~“Canadian Benchmark Replacement Conforming Changes” means, with respect to any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Canadian Prime Rate,” the definition of “Business Day”, the definition of “Bankers Acceptance”), the timing and frequency of determining rates and making payments of interest, interest periods, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters, including with respect to the obligation of the Administrative Agent and the Lenders to create, maintain or issue Bankers’ Acceptances) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Canadian Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Canadian Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents). Without limiting the foregoing, Canadian Benchmark Replacement Conforming Changes made in connection with the replacement of~~

CDOR with a Canadian Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the Canadian Benchmark Replacement, to replace the creation or purchase of drafts or Bankers' Acceptances.

~~“Canadian Benchmark Transition Event” means, with respect to any then-current Canadian Benchmark other than CDOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Canadian Benchmark, the regulatory supervisor for the administrator of such Canadian Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark, a resolution authority with jurisdiction over the administrator for such Canadian Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Canadian Available Tenors of such Canadian Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark or (b) all Canadian Available Tenors of such Canadian Benchmark are or will no longer be representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored.~~

~~“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).~~

~~“Daily Compounded CORRA” means, for any Business Day in an interest payment period, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Administrative Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Canadian Governmental Body for determining compounded CORRA for business loans; provided that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Canadian Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.~~

~~“Relevant Canadian Governmental Body” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.~~

~~“Term CORRA” means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant Canadian Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Administrative Agent in its reasonable discretion at approximately a time and as of a date prior to the commencement of an interest period determined by the Administrative Agent in its reasonable discretion in a manner substantially consistent with market practice.~~

~~“Term CORRA Notice” means the notification by the Administrative Agent to the Lenders and the Borrowers of the occurrence of a Term CORRA Transition Event.~~

~~“Term CORRA Transition Date” means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Lenders and the Borrowers, for the replacement of the then-current Canadian Benchmark with the Canadian Benchmark Replacement described in clause 1(a) of such definition, which date shall be at least thirty (30) Business Days from the date of the Term CORRA Notice.~~

~~“Term CORRA Transition Event” means the determination by the Administrative Agent that (a) Term CORRA has been recommended for use by the Relevant Canadian Governmental Body, and is determinable for any Canadian Available Tenor, (b) the administration of Term CORRA is administratively feasible for the Administrative Agent and (c) a Canadian Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with Section 3.07(1).~~

Section 3.08 Benchmark Replacement Setting

Notwithstanding anything to the contrary herein or in any other Credit Document (and Eligible Hedging Agreements shall be deemed not to be a “Credit Document” for purposes of this Section 3.08):

(1) Benchmark Replacement.

- (a) If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Credit Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Credit Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Credit Document in respect of such Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public

statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the applicable Borrower may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Benchmark until such Borrower's receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, such Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to U.S. Base Rate Advances. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

- (b) **Benchmark Replacement Conforming Changes.** In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.
- (c) **Notices; Standards for Decisions and Determinations.** The Administrative Agent will promptly notify the Borrowers and the Lenders of (a) the implementation of any Benchmark Replacement and (b) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrowers of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.08 and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.08, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 3.08.

- (d) **Unavailability of Tenor of Benchmark.** Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove any tenor of such Benchmark that is unavailable or non-representative and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate any such previously removed tenor for such Benchmark (including Benchmark Replacement) settings.
- (e) **Benchmark Unavailability Period.** Upon the Borrowers’ receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrowers may revoke any pending request for an Advance of a SOFR Advance, conversion to or continuation of SOFR Advances to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any request for a SOFR Advance or conversion to or continuation of a SOFR Advance into a request for an Advance of or conversion to U.S. Base Rate Advances. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of U.S. Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the U.S. Base Rate. During a Benchmark Unavailability Period, or at any time that a tenor of the then-current Benchmark is not an Available Tenor, the component of the U.S. Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the U.S. Base Rate.

ARTICLE 4

~~BANKERS’ ACCEPTANCES~~ ~~INTENTIONALLY DELETED~~

~~Section 4.01 Acceptances and Drafts~~

- (1) ~~Each Lender, individually and not jointly and severally (or solidarily), agrees, on the terms and conditions of this Agreement and from time to time on any Business Day prior to the Maturity Date (i) in the case of a Lender which is willing and able to accept Drafts in the form of acceptances (“**Bankers’ Acceptances**”), to accept Drafts and to purchase such Bankers’ Acceptances in accordance with Section 4.03(2); and (ii) in the case of a Lender which is unwilling or unable to accept Drafts, to purchase completed Drafts (which have not and will not be accepted by the Lender or any other Lender) in accordance with Section 4.03(2).~~
- (2) ~~Each Drawing shall be in a minimum amount of \$1,000,000 and in an integral multiple of \$100,000 and shall consist of the acceptance and purchase of Bankers’ Acceptances or the purchase of Drafts on the same day, in each case for the Drawing Price, effected or arranged by the applicable Lenders in accordance with Section 4.03 and their respective Lender’s Commitment.~~
- (3) ~~If the Administrative Agent determines that the Bankers’ Acceptances to be accepted and purchased or Drafts to be purchased on any Drawing (upon a conversion or otherwise) will not be accepted and purchased rateably by the applicable Lenders (or any of their respective Participants) in accordance with Section 4.01(2) and Section 4.03, then the requested Face Amount of Bankers’ Acceptances and Drafts shall be increased or reduced to the nearest whole multiple of \$1,000 as the Administrative Agent in its sole discretion determines will permit rateable sharing and, if reduced, the amount by which the requested Face Amount shall have been so reduced shall be converted or continued, as the case may be, as a Canadian Prime Rate Advance under the Credit Facility to be made contemporaneously with the Drawing.~~

Section 4.02 Form of Drafts

Each Draft presented by a Borrower shall (i) be in a minimum amount of \$1,000,000 and in an integral multiple of \$100,000; (ii) be dated the date of the Drawing; and (iii) mature and be payable by the applicable Borrower (in common with all other Drafts presented in connection with such Drawing) on a Business Day which occurs, at the election of such Borrower, approximately one, two, or three months after the Drawing Date and on or prior to the Maturity Date.

Section 4.03 Procedure for Drawing

- (1) ~~Each Drawing shall be made on notice (a “**Drawing Notice**”) given by a Borrower to the Administrative Agent not later than 1:00 p.m. (Toronto time) on the number of days’ notice specified in Schedule 6. Each Drawing Notice shall be in substantially the form of Schedule 3, shall be irrevocable and binding on the Borrowers once given by the applicable Borrower to the Administrative Agent and shall specify (i) the requested Drawing Date; (ii) the aggregate Face Amount of Drafts to be accepted and purchased (or purchased, as the case may be); and (iii) the contract maturity date for the Drafts.~~

- (2) ~~Not later than 2:00 p.m. (Toronto time) on an applicable Drawing Date, each Lender shall complete one or more Drafts in accordance with the Drawing Notice and either (i) accept the Drafts and purchase the Bankers' Acceptances thereby created for the Drawing Price; or (ii) purchase such Drafts for the Drawing Price, and, in each case, pay to the Administrative Agent the Drawing Proceeds in respect of such Bankers' Acceptance or Draft, as the case may be. Upon receipt of the Drawing Proceeds and upon fulfilment of the applicable conditions set forth in Article 6, the Administrative Agent shall make funds available to the applicable Borrower in accordance with Article 2.~~
- (3) ~~Each Borrower shall, at the request of any Lender which has purchased a Draft in accordance with Section 4.01(1)(ii), issue one or more non-interest bearing promissory notes (in form and substance acceptable to the applicable Borrower and such Lender) (each a "BA Equivalent Note") dated as of the same date, payable on the same date and in the same Face Amount as, and in exchange for, such Draft.~~
- (4) ~~Bankers' Acceptances purchased by a Lender or Participant may be held by it for its own account until the contract maturity date or sold by it at any time prior to that date in any relevant Canadian market in such Person's sole discretion.~~

Section 4.04 Presigned Draft Forms

- (1) ~~Subject to paragraph (2) of this Section 4.04, in order to enable the Lenders to accept and purchase Bankers' Acceptances or complete Drafts in the manner specified in this Article 4, each Borrower shall deliver to each Lender or the Administrative Agent such number of Drafts as it may reasonably request, duly signed on behalf of such Borrower. Each Lender hereby indemnifies each Borrower against any loss or improper use thereof by such Lender or its agents, will exercise and cause its agents to exercise such care in the custody and safekeeping of Drafts as it would exercise in the custody and safekeeping of similar property owned by it and will, upon request by the Borrowers, promptly advise the Borrowers of the number and designations, if any, of uncompleted Drafts held by it as agent for the Borrowers. The signature of any Responsible Officer of a Borrower on a Draft may be mechanically reproduced and any BA Instrument bearing a facsimile signature shall be binding upon such Borrower as if it had been manually signed. Even if the individuals whose manual or facsimile signature appears on any BA Instrument no longer hold office at the date of its acceptance by the applicable Lender or at any time after such date, any BA Instrument so signed shall be valid and binding upon such Borrower. No Lender shall be liable for its failure to accept a Draft as required hereby if the cause of such failure is, in whole or in part, due to the failure of the applicable Borrower to provide Drafts to such Lender on a timely basis.~~
- (2) ~~Each Borrower hereby irrevocably appoints each applicable Lender as its attorney to sign and endorse on its behalf, manually or by facsimile or mechanical signature, any BA Instrument necessary to enable each such Lender~~

~~to make Drawings in the manner specified in this Article 4. All BA Instruments signed or endorsed on a Borrower's behalf by a Lender and any rounding by the Administrative Agent pursuant to Section 4.01(3) shall be binding on such Borrower, all as if duly signed or endorsed by such Borrower. Each Lender shall (i) maintain a record with respect to any BA Instrument completed in accordance with this Section 4.04(2), voided by it for any reason, accepted and purchased or purchased or, in the case of a BA Instrument, exchanged for another BA Instrument by it pursuant to this Section 4.04, and cancelled at its respective maturity; and (ii) retain such records in the manner and for the statutory periods provided by Laws which apply to such Lender and make such records available to the Borrowers acting reasonably. On request by a Borrower, the applicable Lender shall cancel and return to the possession of such Borrower all BA Instruments which have been pre-signed or pre-endorsed on behalf of such Borrower and which are held by such Lender and are not required to make Drawings in accordance with this Article 4.~~

Section 4.05 Payment, Conversion or Rollover of BA Instruments

- (1) Upon the maturity of a BA Instrument, the applicable Borrower may:
- (i) ~~elect to issue a replacement BA Instrument or elect to have all or a portion of the Face Amount of the BA Instrument converted to a Canadian Prime Rate Advance, in each case by giving a Rollover/Conversion Notice in accordance with Section 3.03. Each such election shall be made on the number of days' prior notice specified in Schedule 6 given, in each case, not later than 1:00 p.m. (Toronto time) by the applicable Borrower to the Administrative Agent; or~~
 - (ii) ~~pay, on or before 1:00 p.m. (Toronto time) on the maturity date for the BA Instrument, an amount in Canadian Dollars equal to the Face Amount of the BA Instrument (notwithstanding that a Lender may be the holder of it at maturity). Any such payment shall satisfy the applicable Borrower's obligations under the BA Instrument to which it relates and (in the case of any Draft accepted by any Lender or Participant) such relevant Lender or Participant shall then be solely responsible for the payment of the BA Instrument.~~
- (2) ~~If the applicable Borrower fails to pay any BA Instrument when due or issue a replacement in the Face Amount of such BA Instrument pursuant to Section 4.05(1), the unpaid amount due and payable shall be converted to a Canadian Prime Rate Advance made by the Lenders rateably and shall bear interest calculated and payable as provided in Article 3. This conversion shall occur as of the due date and without any necessity for the applicable Borrower to give a Borrowing Notice.~~

- (3) ~~If, by reason of circumstances affecting the money market generally, determined in good faith by the Administrative Agent acting reasonably and in respect of which the Administrative Agent shall have given notice to the Borrowers of the occurrence and particulars thereof, there is no market for Bankers' Acceptances,~~
~~(i) the right to request a Drawing shall be suspended until the circumstances causing a suspension no longer exist; and (ii) any Drawing Notice which is outstanding shall be deemed to be a Borrowing Notice requesting a Borrowing comprised of Advances.~~
- (4) ~~The Administrative Agent shall promptly notify the Borrowers of the suspension of the right to request a Drawing and of the termination of any such suspension.~~

ARTICLE 5 DOCUMENTARY CREDITS

Section 5.01 Documentary Credits

The Swing Line Lender agrees, on the terms and subject to the conditions of this Agreement, to issue Documentary Credits under the Swing Line for the account of each Borrower from time to time on any Business Day prior to the Maturity Date. Upon the issuance of any Documentary Credit by the Swing Line Lender, each Lender hereby irrevocably agrees to purchase from the Swing Line Lender a risk participation in such Documentary Credits in an amount equal to the product of such Lender's Applicable Percentage of the Credit Facility times the principal amount of such Documentary Credits upon notice from the Swing Line Lender.

Section 5.02 Issue Notice

Each Issue shall be made on notice (an "**Issue Notice**") given by a Borrower to the Administrative Agent and the Swing Line Lender not later than 1:00 p.m. (Toronto time) on the number of days' notice specified in Schedule 6. The Issue Notice shall be in substantially the form of Schedule 4, shall be irrevocable and binding on the Borrowers once given by the applicable Borrower to the Administrative Agent and the Swing Line Lender, and shall specify

(i) the requested date of Issue (the "**Issue Date**"); (ii) the type of Documentary Credit; (iii) the Face Amount and currency of the Documentary Credit; (iv) the expiration date of the Documentary Credit; and (v) the name and address of the Beneficiary.

Section 5.03 Form of Documentary Credits

Each Documentary Credit shall (i) be dated the Issue Date; (ii) have an expiration date on a Business Day which occurs not later than the earlier of (x) twelve months, from the Issue Date, and (y) the fifth Business Day prior to the Maturity Date; provided that any such Documentary Credit may provide for automatic renewal thereof for any stated period or periods of up to twelve months in duration in the absence of a timely notice of termination by the issuer of such Documentary Credit, but in any event not later than the Maturity Date unless cash collateralized in the manner set out in Section 5.08(1); (iii) comply with the definition of Documentary Credit; and (iv) be on the standard documentary forms required by the Swing Line Lender.

Section 5.04 Documentary Credit Reports

The Swing Line Lender shall, on the date of each issuance, amendment and drawing of a Documentary Credit by it, give the Administrative Agent and the Borrowers written notice of the issuance, amendment or drawing, as applicable, of such Documentary Credit, accompanied by a copy of the Documentary Credit or Documentary Credits issued, amended or drawn.

Section 5.05 Procedure for Issuance of Documentary Credits

- (1) Not later than 12:00 p.m. (local time at the place of Issue) on an applicable Issue Date, the Swing Line Lender will complete and issue an appropriate type of Documentary Credit (i) dated the Issue Date; (ii) in favour of the Beneficiary; (iii) in a Face Amount and currency equal to the amount referred to in Section 5.02; and (iv) with the maturity date as specified by the applicable Borrower in its Issue Notice.
- (2) No Documentary Credit shall require payment against a conforming draft to be made thereunder on the same Business Day upon which such draft is presented, if such presentation is made after 1:00 p.m. (local time at the place of presentation) on such Business Day.
- (3) Prior to the Issue Date, the applicable Borrower shall specify a precise description of the documents and the verbatim text of any certificates or the form of any documents to be presented by the Beneficiary which, if presented by the Beneficiary, would require the Swing Line Lender to make payment under the Documentary Credit. The Swing Line Lender may, before the issue of the Documentary Credit and in consultation with the applicable Borrower, require changes in any such document or certificate.

Section 5.06 Payments of Amounts Drawn

- (1) Within one Business Day following the date of any drawing under a Documentary Credit, the applicable Borrower shall pay to the Swing Line Lender an amount in same day funds equal to the amount so drawn in the currency in which the Documentary Credit is payable.
- (2) If the applicable Borrower fails to pay to the Swing Line Lender an amount, in same day funds, equal to the amount of such drawing, then the Swing Line Lender shall be deemed to have made a Swing Line Advance to the applicable Borrower (in Canadian Dollars, in the case of a Documentary Credit denominated in Canadian Dollars, and in US Dollars, in the case of a Documentary Credit denominated in U.S. Dollars) in an amount equal to the amount of such drawing.
- (3) With respect to Swing Line Advances deemed to be made pursuant to Section 5.06(2), the applicable interest rate and Applicable Margin for such advances shall be applied until such advances are repaid in full.

- (4) All Swing Line Advances deemed made pursuant to Section 5.06(2) shall be refinanced, with other Swing Line Advances, by a Borrowing in accordance with Section 3.06(4). If for any reason any such deemed Swing Line Advance cannot be refinanced by a Borrowing as contemplated by Section 3.06(4), the provisions of Section 3.06(5) regarding participation by each Lender in such Swing Line Advance shall be applicable thereto.
- (5) Each Lender shall be required to make the Advances referred to in Section 5.06(4) notwithstanding (i) the amount of the Advance may not comply with the minimum amount required for Borrowings hereunder; (ii) whether any conditions specified in Article 6 are then satisfied; (iii) whether a Default or Event of Default has occurred and is continuing; (iv) the date of such Advance; (v) any reduction in the Aggregate Commitment; and (vi) whether the Aggregate Commitment has been, or, after the making of such Advance, will be, exceeded.

Section 5.07 Risk of Documentary Credits

- (1) In determining whether to pay under a Documentary Credit, the Swing Line Lender shall be responsible only to determine that the documents and certificates required to be delivered under the Documentary Credit have been delivered and that they comply on their face with the requirements of the Documentary Credit.
- (2) The reimbursement obligation of the applicable Borrower under any Documentary Credit shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including (i) any lack of validity or enforceability of a Documentary Credit; (ii) the existence of any claim, set off, defence or other right which any Person may have at any time against a Beneficiary, the Swing Line Lender or any other Person, whether in connection with the Credit Documents and the transactions contemplated therein or any other transaction (including any underlying transaction between the applicable Borrower and a Beneficiary); (iii) any certificate or other document presented with a Documentary Credit proving to be forged, fraudulent or invalid or any statement in it being untrue or inaccurate; (iv) the existence of any act or omission or any misuse of, a Documentary Credit or misapplication of proceeds by the applicable Beneficiary, including any fraud in any certificate or other document presented with a Documentary Credit unless, with respect to the foregoing provisions of this Section 5.07(2), before payment of a Documentary Credit, (x) the applicable Borrower has delivered to the Swing Line Lender a written notice of the fraud together with a written request that it refuse to honour such drawing, (y) the fraud by the Beneficiary has been established to the knowledge of the Swing Line Lender so as to make the fraud clear or obvious to the Swing Line Lender, and (z) in the case of fraud in the underlying transaction between the applicable Borrower and the Beneficiary, the fraud is of such character as to make the demand for payment by the Beneficiary under the Documentary Credit a fraudulent one; or (v) the existence of a Default or Event of Default.

- (3) The Swing Line Lender shall not be responsible for (i) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Documentary Credit or the rights or benefits under it or proceeds of it, in whole or in part, which may prove to be invalid or ineffective for any reason; (ii) errors, omissions, interruptions or delays in transmission or delivery of any messages by mail, telecopy or otherwise; (iii) errors in interpretation of technical terms; (iv) any loss or delay in the transmission of any document required in order to make a drawing; and (v) any consequences arising from causes beyond the control of the Swing Line Lender, including the acts or omissions, whether rightful or wrongful, of any Governmental Authority. None of the above shall affect, impair, or prevent the vesting of any of the Swing Line Lenders' rights or powers under this Agreement. Any action taken or omitted by the Swing Line Lender under or in connection with any Documentary Credit or the related certificates, if taken or omitted in good faith, shall not put the Swing Line Lender under any resulting liability to the applicable Borrower, provided that the Swing Line Lender acts in accordance with the standards of reasonable care specified in the Uniform Customs and Practice for Documentary Credits (2007 Revision), ICC Publication 600 (or any replacement publication) or the International Standby Practices ISP98 (ICC Publication No. 590 or later version), as applicable.

Section 5.08 Repayments

- (1) If the Borrowers are required to repay the Accommodations Outstanding pursuant to Article 9, then the applicable Borrower shall pay to the Administrative Agent an amount equal to the Swing Line Lender's contingent liability in respect of (i) any outstanding Documentary Credit; and (ii) any Documentary Credit which is the subject matter of any order, judgment, injunction or other such determination (a "**Judicial Order**") restricting payment under and in accordance with such Documentary Credit or extending the Swing Line Lender's liability under such Documentary Credit beyond its stated expiration date.
- (2) The Swing Line Lender shall, with respect to any Documentary Credit, upon the later of:
- (a) the date on which any final and non-appealable order, judgment or other such determination has been rendered or issued either terminating the applicable Judicial Order or permanently enjoining the Swing Line Lender from paying under such Documentary Credit; and
 - (b) the earlier of (i) the date on which either (x) the original counterpart of the Documentary Credit is returned to the Swing Line Lender for cancellation, or (y) the Swing Line Lender is released by the Beneficiary from any further obligations, and (ii) the expiry (to the extent permitted by any Law) of the Documentary Credit, pay to the applicable Borrower an amount equal to the amount by which the amount paid to the

Administrative Agent pursuant to Section 5.08(1) exceeds the amounts paid by the Swing Line Lender under the Documentary Credit.

Section 5.09 Fees

- (1) The Borrowers shall pay to the Swing Line Lender its (i) set-up fees, cable charges and other customary miscellaneous charges (as agreed to by the applicable Borrower and the Swing Line Lender in advance) in respect of the issue of Documentary Credits by it and upon the amendment or transfer of each Documentary Credit and each drawing made thereunder; and (ii) documentary and administrative charges for amending, transferring or drawing under, as the case may be, Documentary Credits of a similar amount, term and risk (as agreed to by the applicable Borrower and the Swing Line Lender in advance).
- (2) Commencing on the date hereof to the Maturity Date, the Borrowers shall pay to the Administrative Agent for the account of the Swing Line Lender, a Documentary Credit Participation Fee on the daily average of the undrawn Face Amount of each Documentary Credit outstanding under the Swing Line as set forth in Schedule 6. All Documentary Credit Fees will be payable quarterly in arrears on the fifth Business Day of each of April, July, October and January, and upon any termination of any Commitment under the Credit Facility, in each case for the actual number of days elapsed over a year of 365 or 366 days, as applicable. Fees shall be payable in the currency in which such Documentary Credit is issued.

ARTICLE 6 CONDITIONS OF LENDING

Section 6.01 Conditions Precedent to the Initial Accommodation on the First ARCA Closing Date

The obligation of each Lender to make its initial Accommodation under Tranche 1 (as defined in the First ARCA) of the Credit Facility on or after the First ARCA Closing Date was subject to, in addition to the conditions precedent in Section 6.04, the condition that the Administrative Agent and each Lender shall be satisfied with, or the Borrowers shall have delivered to the Administrative Agent, as the case may be, on or before the day of such initial Accommodation, the following in form, substance and dated as of a date satisfactory to the Administrative Agent and its counsel and in such number of copies as may be reasonably requested by the Administrative Agent:

- (1) a certified copy of (i) partnership agreements, other charter documents and by-laws (or equivalent governing documents) of each Loan Party and Limited Recourse Guarantor (together with all amendments thereto); (ii) the resolutions of the board of directors (or any duly authorized committee or other governing body thereof) or of the shareholders, as the case may be, of the general partners of the Borrowers and of each other Loan Party and Limited Recourse Guarantor approving the borrowing and other matters provided for in this Agreement and approving the entering into of all other Credit Documents to which they are a

party and the completion of all transactions contemplated thereunder (including, where required, the pledge of Equity Securities thereunder); (iii) all other instruments evidencing necessary corporate, company or partnership action of each Loan Party and Limited Recourse Guarantor and of any required Authorization with respect to such matters; and (iv) the names and true signatures of its officers authorized to sign this Agreement and the other Credit Documents manually or by mechanical means;

- (2) a certificate of status, compliance, good standing or like certificate with respect to each Loan Party and Limited Recourse Guarantor issued by the appropriate ~~Government~~Governmental Authority in the jurisdiction of its formation;
- (3) execution and delivery of this Agreement by each of the parties hereto, including for greater certainty each of (i) the Borrowers, (ii) the Guarantors and (iii) the Lenders, and execution and delivery of all other Credit Documents required to be delivered on the First ARCA Closing Date pursuant to Section 2.13;
- (4) the Lenders shall be reasonably satisfied (i) that there have been no amendments to the terms and conditions of the Second Lien Documents (as defined in the First ARCA) not disclosed to them, and (ii) that no Default or Event of Default (as therein defined) has occurred under the Second Lien Documents or will occur as a result of the entering into of this Agreement and the other Credit Documents or the making of such Advance, in each case as confirmed by an officer's certificate of a Responsible Officer of the Borrowers;
- (5) if the date of the initial Accommodation under Tranche 1 is a date prior to the Second Lien Repayment Date (as defined in the First ARCA), execution and delivery by the Borrowers and by CPPIB Credit Investments Inc., as agent on behalf of the holders of the Second Lien Senior Notes (as defined in the First ARCA), of a consent in respect of the Second Lien Intercreditor Agreement (as defined the First ARCA) in form and substance satisfactory to the Administrative Agent;
- (6) evidence of registration, or amendments to existing registration, in the necessary jurisdictions of the Encumbrances or notice thereof in favour of the Administrative Agent on behalf of the Lenders, the Hedge Lenders and the Service Lenders, as required under Law, created by the Security Documents in order to preserve or protect such Encumbrances or other arrangements for effecting such registrations acceptable to the Administrative Agent, together with all searches necessary in connection herewith (which searches shall disclose no Encumbrances on the assets of the Loan Parties or Limited Recourse Guarantors other than Permitted Encumbrances and Encumbrances being discharged as of the First ARCA Closing Date (or within a mutually agreed upon time after the First ARCA Closing Date));

- (7) upon presentation of an invoice, all Fees and expenses (including the reasonable legal fees and disbursements of Torys LLP and Lawson Lundell LLP, subject to any written agreement between the Lead Arranger and the Borrowers limiting such expenses) then due and payable under the Credit Documents shall have been paid in full (or shall be paid from the proceeds of the initial Accommodation under the Credit Facility) in the applicable currency;
- (8) favourable opinions of counsel to the Loan Parties and the Limited Recourse Guarantors in the jurisdiction of formation of such Loan Party or Limited Recourse Guarantors and in each jurisdiction specified by the Administrative Agent as is relevant to confirm, inter alia, corporate existence, good standing, due authorization, execution and enforceability of all Credit Documents, and the validity, creation and perfection of the Encumbrances created by the applicable Credit Documents (including, in respect of title matters and issued share capital matters opined upon in connection with the Existing Credit Facilities, an acknowledgment as to the ability of the Administrative Agent and the Lenders to rely thereon satisfactory in form and substance to the Administrative Agent);
- (9) satisfactory evidence that the Administrative Agent (on behalf of the Lenders) shall have a valid and perfected first priority (subject to Permitted Encumbrances) Encumbrances in the Collateral, in each case to the extent required by the terms of the Security Documents (including, where acceptable to the Administrative Agent, pursuant to an assignment of any Security Documents securing the Existing Credit Facilities); provided however, that Assets shall not be required to constitute Collateral if the Administrative Agent shall determine in its reasonable discretion that the costs of obtaining or granting of such Encumbrance or the perfection of such Encumbrance at Law are excessive in relation to the value of the security to be afforded thereby;
- (10) (i) audited combined consolidated financial statements of the Borrowers and their Subsidiaries and (to the extent available) unaudited unit financial statements of each Non-Consolidated Subsidiary for the three Financial Years ended on or prior to September 30, 2012, prepared in accordance with GAAP, (ii) unaudited combined consolidated financial statements of the Borrowers and their Subsidiaries and (to the extent available) unaudited unit financial statements of each Non-Consolidated Subsidiary for the nine month period ending June 30, 2013, and (iii) financial forecasts prepared by management of the Borrowers in form reasonably satisfactory to the Administrative Agent;
- (11) all documentation and other information required by them under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the USA Patriot Act (referred to in the definition of Anti-Terrorism Laws);
- (12) the Lenders shall be satisfied as to the Borrower’s compliance with the financial covenants set out in Section 8.03, determined as of the most recently completed

Measurement Period on a *pro forma basis* after giving effect to the Refinancing (as defined in the First ARCA);

- (13) all required governmental and third party approvals and consents in connection with the Credit Facility, the Security and the Refinancing shall have been obtained (without the imposition of any conditions, other than those in favour of the Loan Parties, that are not reasonably acceptable to the Lenders) and shall remain in effect (which, for greater certainty, shall include the consent of the minister of the Province of British Columbia responsible for the *Land Act* with respect to the grant of Security by the Borrowers to the Administrative Agent on behalf of the Lenders, the Hedge Lenders and Service Lenders, on terms and conditions substantially the same as disclosed to the Lead Arranger prior to the First ARCA Closing Date) and all applicable waiting periods shall have expired without any adverse action being taken by any competent authority;
- (14) the Lenders shall be reasonably satisfied that the amount, types and terms and conditions of all insurance maintained by the Parent GP, the Borrowers and the Guarantors satisfy the requirements of Section 8.01(7), and the Lenders shall have received endorsements naming the Administrative Agent for the Lenders, on behalf of the Lenders, as an additional insured or loss payee, as applicable, under all such insurance policies in accordance with that Section;
- (15) satisfactory evidence that all amounts owing under the Existing Credit Facilities (other than the Existing Documentary Credits (as defined in the First ARCA)) shall be repaid contemporaneously with the initial Accommodation under Tranche 1 under the Credit Facility, and that all Encumbrances granted in connection therewith shall be released in connection therewith to the extent not assigned to the Administrative Agent, and that after giving effect to the initial Accommodation under Tranche 1, neither the Parent GP, the Borrowers nor any Guarantor shall have any outstanding Debt or preferred stock other than Permitted Debt;
- (16) a copy of the existing phase 1 environmental site assessment update of Blackcomb Whistler Mountain dated June 2010 prepared by Environ International Corporation, together with a reliance letter addressed to the Administrative Agent on behalf of the Lenders;
- (17) certified true copies of the Development Agreements and all other Material Agreements;
- (18) the Parent GP shall be a general partner of each of the Borrowers and shall own limited partnership units representing not less than 74.8% of the partnership interests in each of the Borrowers, in each case free and clear of any Encumbrance except Permitted Encumbrances. All capital stock of the Guarantors (other than Parent GP) shall be owned by a Borrower or one or more of the Guarantors, in each case free and clear of any Encumbrance except Permitted Encumbrances;

- (19) there shall exist no action, suit, investigation or other proceeding pending or threatened in any court or before any arbitrator or governmental or regulatory agency or authority that could reasonably be expected to restrain or materially adversely affect the Refinancing; and
- (20) since the audited financial statements of the Borrower dated September 30, 2012 no Material Adverse Effect shall have occurred.

Section 6.02 Conditions Precedent to Tranche 2 Accommodation prior to November 20, 2013

The obligation of each Lender to make its initial Accommodation under Tranche 2 (as defined in the First ARCA) of the Credit Facility was subject to, in addition to the conditions precedent in Section 6.01 and Section 6.04, the condition that the Administrative Agent and each Lender was satisfied with, or the Borrowers had delivered to the Administrative Agent, as the case may be, on or before the day of such initial Accommodation, the following:

- (1) such initial Accommodation shall be made after November 8, 2013 and prior to November 30, 2013; and
- (2) the Lenders shall be satisfied (pursuant to a payout and release letter from the agent under the Senior Lien Senior Note Purchase Agreement (as defined in the First ARCA)) that (i) the Second Lien Senior Notes can be repaid in full subject only to the prepayment premium specified in Section 3.04 of the Second Lien Senior Note Purchase Agreement (as defined in the First ARCA), and (ii) proceeds of the initial Accommodation under Tranche 2 will be applied to repay in full all obligations under or in respect of, the Second Lien Senior Notes and that all security therefor shall be contemporaneously released.

Section 6.03 Conditions Precedent to the Effectiveness of this Agreement

This Agreement shall become effective and the obligation of each Lender to make available Advances hereunder is subject to, in addition to the conditions precedent in Section 6.04, the condition that the Administrative Agent and each Lender shall be satisfied with, or the Borrowers shall have delivered to the Administrative Agent, as the case may be, the following in form, substance and dated as of a date satisfactory to the Administrative Agent and its counsel and in such number of copies as may be reasonably requested by the Administrative Agent:

- (1) a certified copy of (i) partnership agreements, other charter documents and by-laws (or equivalent governing documents) of each Loan Party and Limited Recourse Guarantor (together with all amendments thereto); (ii) the resolutions of the board of directors (or any duly authorized committee or other governing body thereof) or of the shareholders, as the case may be, of the general partners of the Borrowers and of each other Loan Party and Limited Recourse Guarantor approving the borrowing and other matters provided for in this Agreement, the Guarantee and Security Confirmation, and approving the entering into of all other Credit Documents to which they are a party and the completion of all transactions

contemplated thereunder (including, where required, the pledge of Equity Securities thereunder); (iii) all other instruments evidencing necessary corporate, company or partnership action of each Loan Party and Limited Recourse Guarantor and of any required Authorization with respect to such matters; and (iv) the names and true signatures of its officers authorized to sign this Agreement, the Guarantee and Security Confirmation and the other Credit Documents manually or by mechanical means;

- (2) a certificate of status, compliance, good standing or like certificate with respect to each Loan Party and Limited Recourse Guarantor issued by the appropriate ~~Government~~Governmental Authority in the jurisdiction of its formation;
- (3) execution and delivery of this Agreement by each of the parties hereto, including for greater certainty each of (i) the Borrowers, (ii) the Guarantors and (iii) the Lenders;
- (4) execution and delivery of an acknowledgement and confirmation of guarantee and security by each of the Loan Parties and the Limited Recourse Guarantors (the **“Guarantee and Security Confirmation”**);
- (5) evidence of amendments to existing registration, in the necessary jurisdictions of the Encumbrances or notice thereof in favour of the Administrative Agent on behalf of the Lenders, the Hedge Lenders and the Service Lenders, as required under Law, created by the Security Documents in order to preserve or protect such Encumbrances or other arrangements for effecting such registrations acceptable to the Administrative Agent, together with all searches necessary in connection herewith;
- (6) all Fees and expenses (including the reasonable legal fees and disbursements of ~~Torys LLP~~ then due and payable under the Credit Documents shall have been paid in full in the applicable currency, or in the case of the legal fees, the Administrative Agent, in its sole discretion, shall be satisfied with arrangements for the payment of such Fees and expenses;
- (7) favourable opinions of counsel to the Loan Parties and the Limited Recourse Guarantors in the jurisdiction of formation of such Loan Party or Limited Recourse Guarantors and in each jurisdiction specified by the Administrative Agent as is relevant to confirm, inter alia, corporate existence, good standing, due authorization, execution and enforceability of the Credit Documents entered into on the Effective Date, and the validity, creation and perfection (or continuance thereof) of the Encumbrances created by the applicable Credit Documents;
- (8) the representations and warranties set out in Article 7 shall be true and correct on the Effective Date;
- (9) no Default or Event of Default shall have occurred and be continuing; and

- (10) all documentation and other information required by them under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the USA Patriot Act (referred to in the definition of Anti-Terrorism Laws).

Section 6.04 Conditions Precedent to All Accommodations

- (1) The obligation of each Lender to make Accommodations or otherwise give effect to any Accommodation Notice hereunder shall in each case be subject to the conditions precedent that on the date of such Accommodation Notice and Accommodation, and immediately after giving effect thereto, (x) the representations and warranties contained in Article 7 are true and correct in all material respects on and as of such date, all as though made on and as of such date except for those changes to the representations and warranties which have been disclosed to and accepted by the Administrative Agent and the Lenders pursuant to Section 18.01 and any representation and warranty which is stated to be made only as of a certain date (and then as of such date); and (y) no event or condition has occurred and is continuing, or would result from such Accommodation or giving effect to such Accommodation Notice, which constitutes a Default or an Event of Default.
- (2) Each of the giving of any Accommodation Notice by a Borrower and the acceptance by a Borrower of any Accommodation shall be deemed to constitute a representation and warranty by the Borrowers that, on the date of such Accommodation Notice or Accommodation, as the case may be, and after giving effect thereto, the statements set forth in Section 6.04(1) are true and correct.
- (3) For the avoidance of doubt, this Section 6.04 shall not apply to conversions or elections in respect of Accommodations under Section 3.03 ~~or Section 4.05~~.

Section 6.05 No Waiver

The making of an Accommodation or otherwise giving effect to any Accommodation Notice hereunder, without the fulfilment of one or more conditions set forth in Section 6.02, Section 6.03 or Section 6.04, as applicable, shall not constitute a waiver of any such condition, and the Administrative Agent and the Lenders reserve the right to require fulfilment of such condition in connection with any subsequent Accommodation Notice or Accommodation.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

Section 7.01 Representations and Warranties

Parent GP and the Loan Parties represent and warrant to each Lender and to the Administrative Agent, on the Effective Date and on each other date required by Section 6.04, acknowledging and confirming that each Lender is relying thereon without independent inquiry in entering into this Agreement and providing Accommodations hereunder, that:

- (1) **Incorporation and Qualification.** Parent GP and each Loan Party is duly incorporated or formed, continued or amalgamated as the case may be, and validly existing under the laws of the jurisdiction of its organization (which, as of the Effective Date, is set forth in Schedule A), and each is duly qualified, licensed or registered to carry on business under (i) the Laws of the Province of British Columbia and of Canada applicable therein and (ii) all other Laws applicable to it in all jurisdictions in which the nature of its Assets or its business makes such qualification necessary and where failure to be so qualified, licensed, registered in such other jurisdictions could have a Material Adverse Effect.
- (2) **Corporate and Partnership Power.** Parent GP and each Loan Party has all requisite corporate, partnership or other power and authority to (i) own and operate its properties and Assets and to carry on the Business carried on by it and any other business as now being conducted by it; and (ii) has all requisite corporate or other power and authority to enter into and perform its obligations under this Agreement and the other Credit Documents to which it is a party.
- (3) **Conflict with Other Instruments.** The execution and delivery of the Credit Documents by each of Parent GP and the Loan Parties which is a party thereto and the performance by each of them of its respective obligations thereunder and compliance with the terms, conditions and provisions thereof will not (i) conflict with or result in a breach of any of the material terms, conditions or provisions of (t) its partnership agreement or other constating documents, as applicable, or by-laws, (u) any Law, (v) any Material Agreement or Material Permit, or (w) any judgment, injunction, determination or award which is binding on it; or (ii) result in, require or permit (x) the imposition of any Encumbrance in, on or with respect to the Assets now owned or hereafter acquired by it (other than pursuant to the Security Documents or which is a Permitted Encumbrance), (y) the acceleration of the maturity of any material Debt binding on or affecting it, or (z) any third party to terminate or acquire any rights materially adverse to Parent GP or the applicable Loan Party under any Material Agreement.
- (4) **Authorization, Governmental Approvals, etc.** The execution and delivery of each of the Credit Documents by each of Parent GP and the Loan Parties which is a party thereto and the performance by each of them of its respective obligations hereunder and thereunder have been duly authorized by all necessary corporate, partnership or analogous action and no Authorization, under any Law, with any Governmental Authority, is or was necessary therefor or to perfect the same, except as are in full force and effect, unamended.
- (5) **Execution and Binding Obligation.** This Agreement and the other Credit Documents have been duly executed and delivered by each of Parent GP and the Loan Parties which is a party thereto and constitute its legal, valid and binding obligations, enforceable against it in accordance with their respective terms, subject only to any limitation under Laws relating to (i) bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally;

and (ii) general equitable principles including the discretion that a court may exercise in the granting of equitable remedies.

- (6) **Financial Condition; No Material Adverse Effect.** The Borrowers have furnished on or prior to the date required by Section 8.01(1)(a) the combined consolidated financial statements of the Borrowers and their Subsidiaries, ~~the consolidated financial statements of Parent GP,~~ and the unit financial statements for each of the required Non-Consolidated Subsidiaries, as of and for the dates and periods specified therein, in each case consisting of balance sheets, income statements and cash flow statements and certified by a Responsible Officer. Such financial statements present fairly, in all material respects, the consolidated financial position and results of operations and cash flows of the Borrowers and their Subsidiaries, on a combined ~~consolidated basis, of Parent GP on a~~ consolidated basis, or of such Non-Consolidated Subsidiaries, as applicable, as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the quarterly statements. As of the Effective Date, there has been no event, development or circumstance of which any Loan Party is aware that has had or could reasonably be expected to have a Material Adverse Effect. All information (including that disclosed in all financial statements) pertaining to Parent GP and the Loan Parties other than projections (the “**Information**”) that has been or will be made available to the Lenders or the Administrative Agent by the Borrowers is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made. The projections that have been or will be made available to the Lenders or the Administrative Agent by the Borrowers have been or will be prepared in good faith based upon reasonable assumptions.
- (7) **Litigation.** As of the Effective Date, except as disclosed in Schedule B or Schedule J, there are no actions, suits or proceedings (including any Tax-related matter) by or before any arbitrator or Governmental Authority or by any other Person pending against or, to the knowledge of Parent GP or any Loan Party, threatened against or affecting Parent GP or any Loan Party or any of their Subsidiaries (i) that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, or (ii) that involve this Agreement or any other Credit Document and that is not being contested by Parent GP or the Loan Parties in good faith by appropriate proceedings. Except with respect to the Disclosed Matter(s) and except any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of Parent GP and the Loan Parties or their respective Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) to the knowledge of Parent GP or such Loan Party has become subject to any

Environmental Liability or (iii) has received written notice of any claim with respect to any Environmental Liability.

- (8) **Location of Business.** As of the Effective Date, the only jurisdictions (or registration districts within such jurisdictions) in which Parent GP or any Loan Party has any place of business is as set forth in Schedule C.
- (9) **Material Permits.** As of the Effective Date, none of Parent GP and the Loan Parties possesses or is required to possess any Material Permits except as set out in Schedule D and, except as set forth in Schedule D, each of Parent GP and the Loan Parties possesses all Material Permits as may be necessary to properly conduct its respective business. Except as set forth in Schedule D, all Material Permits are (i) in full force and effect, (ii) not subject to any dispute, and (iii) not in default.
- (10) **Material Agreements.** As of the Effective Date, none of Parent GP and the Loan Parties is a party or otherwise subject to or bound or affected by any Material Agreement, except as set out in Schedule E. Except as set forth in Schedule E or as otherwise notified to the Administrative Agent in accordance with Section 8.01(1)(c), (i) all Material Agreements are in full force and effect, unamended, (ii) none of Parent GP and the Loan Parties, or to Parent GP's or any Loan Party's knowledge, any other party to any such agreement is in default of any material term or condition thereof of any Material Agreement and (iii) neither Parent GP nor any Loan Party has received any notice from the Province of any intention to terminate any Development Agreement.
- (11) **Title to Property.** Parent GP and each Loan Party owns its Assets and, with respect to all Material Owned Real Properties, with good and marketable title thereto, free and clear of all Encumbrances, except for Permitted Encumbrances. The Assets owned or leased by each of the Loan Parties are sufficient in order for the Business to be carried on as currently conducted. No Loan Party is aware of any claim, event, occurrence or right granted to any other Person, of any kind whatsoever, that has resulted in or would reasonably be expected to result in loss of all or any part of the interest of such Loan Party in any part of their respective property, other than a loss that would not have or would not reasonably be expected to have a Material Adverse Effect.
- (12) **Real Property.**
- (a) None of Parent GP or the Loan Parties leases any real property or has or possesses any tenures, licenses, rights-of-way or other similar agreements for or with respect to the occupancy or use of any real property which, in each case, is material to the Business, other than the Material Leases, the Development Agreements and the Material Crown Tenures.
- (b) None of Parent GP or the Loan Parties owns, directly or indirectly, any immovable or real property other than the Owned Real Property and Buildings and Fixtures placed on the Crown Tenures in accordance with

the terms of the Development Agreements (in this Section 7.01(12), the “**Owned Tenant Improvements**”).

- (c) As of the Effective Date, there is no Owned Real Property except for the Material Owned Real Property.
- (d) The Development Agreements, and the Material Crown Tenures, grant the Borrowers sufficient rights in and to all Crown lands which are necessary to carry on the Business as presently conducted.
- (e) To the knowledge of the Borrower, all of the Crown Tenures are described in Schedule F hereto.
- (f) No Person, other than a Loan Party, has any right to purchase, option to purchase, right of first refusal or other purchase rights with respect to any of the Material Owned Real Properties, Owned Tenant Improvements, Material Leases and Material Crown Tenures that is material to the Business, except as provided for in the Development Agreements or as disclosed in Schedule K.
- (g) Each lease, tenure, license or right-of-way or similar agreement for or with respect to real property that is material to the Business to which Parent GP or any of the Loan Parties is a party, including the Material Crown Tenures and the Material Leases, is in good standing in all material respects and all material amounts due and payable thereunder have been paid by Parent GP or the applicable Loan Party except for any such amount, which has been disclosed to the Administrative Agent in writing, the payment obligation in respect of which is in bona fide dispute. There are no Leases which are material to the Business except for the Material Leases and the Material Crown Tenures.
- (h) Except as set out in Schedule G, (i) no Loan Party leases, licences or is party to any agreement in respect of occupancy of any material part of any Material Owned Real Properties, Owned Tenant Improvements, Material Leased Real Properties or Material Crown Real Properties, by any other Person except for a Loan Party, in each case, other than Permitted Encumbrances described in paragraph (o) of the definition thereof and (ii) no Person, other than the applicable Loan Party, is using or has any right to use, or is in possession or occupancy of, any material part of any Material Owned Real Property, Owned Tenant Improvements, Material Leased Real Property or Material Crown Real Property, in each case, other than pursuant to a Permitted Encumbrance described in paragraph (o) of the definition thereof.
- (i) All material Buildings and Fixtures are in good condition, repair and proper working order as reasonably required for the Business, having regard to their use and age, such material Buildings and Fixtures have been properly and regularly maintained in all material respects and, to the

knowledge of the Loan Parties, all such material Buildings and Fixtures are free of structural or inherent defects which could reasonably be expected to materially interfere with or materially impair the use and occupancy of the related Material Owned Real Properties, Material Leased Real Properties or Material Crown Real Properties, in each case, as used in the Business.

- (j) Neither the Parent GP nor any Loan Party has received any notification of or has knowledge of any outstanding or incomplete work orders, deficiency notices or other current non-compliance with ~~Applicable~~ Laws relating to any Material Owned Real Properties, Material Leased Real Properties or Material Crown Real Properties, which, in each case, could reasonably be expected to materially interfere with or materially impair the use and occupancy of such Material Owned Real Properties, Material Leased Real Properties or Material Crown Real Properties, as used in the Business.
- (k) The current material uses of the Owned Real Properties, Material Leased Real Properties and Material Crown Real Properties are permitted under applicable Laws. No Loan Party has any knowledge of any proposed or pending changes to any zoning, official plan or other similar applicable Laws affecting any Owned Real Properties, Material Leased Real Properties or Material Crown Real Properties which, in each case, would materially interfere with or materially impair the use and occupancy of such Owned Real Properties, Material Leased Real Properties or Material Crown Real Properties, as used in the Business.
- (l) No Loan Party has any knowledge of any Buildings and Fixtures that materially encroach on real property not forming part of any of the Owned Real Properties, Material Leased Real Properties or Material Crown Real Properties, and no buildings, structures or other improvements on adjoining lands materially encroach upon any of the Owned Real Properties, Material Leased Real Properties or Material Crown Real Properties.
- (m) No Loan Party has any knowledge of any expropriation or condemnation or similar proceeding existing, pending or threatened in writing against any Material Owned Real Property or any part thereof which, in each case, would materially interfere with or materially impair the use and occupancy of any applicable Material Owned Real Properties, as used in the Business.
- (n) No Loan Party has received any notice of any defaults, and to the knowledge of the Loan Parties, there are no material outstanding defaults (or events which would constitute a material default with the passage of time or giving of notice or both), under any Permitted Encumbrance affecting any Owned Real Property which, in each case, would materially

interfere with or materially impair the use and occupancy of such Owned Real Property, as used and occupied in connection with the Business.

- (o) All of the Material Owned Real Properties, Material Leased Real Properties and Material Crown Real Properties have ingress thereto and egress therefrom in compliance in all respects with applicable Law, and such ingress and egress is sufficient and adequate for the operation of the Business. No Loan Party has received notice or is aware of any change or threatened change which would affect the ingress to and egress from any of the Material Owned Real Properties, Material Leased Real Properties and Material Crown Real Properties which, in each case, would materially interfere with or materially impair the use and occupancy of such Material Owned Real Property, Material Leased Real Property and Material Crown Real Property, as applicable, as used and occupied in connection with the Business.
 - (p) The Loan Parties have all necessary rights, in respect of all the buildings and other improvements located on or at any of the Material Owned Real Properties, Material Leased Real Properties, Material Crown Real Properties and in respect of the Day Skier Lots, for adequate parking for the operation of the Business, and all parking operations located at such real property are conducted in compliance in all material respects with applicable Law.
- (13) **Insurance.** All of the Assets of the Loan Parties and all of the Assets of Parent GP other than Assets that are not required to be pledged or otherwise encumbered in favour of the Administrative Agent and the Lenders under the Credit Document are insured against loss of damage to the extent, and in the manner, described in Section 8.01(7).
 - (14) **Compliance with Laws.** Parent GP and each Loan Party is in compliance in all material respects with all applicable Laws.
 - (15) **No Default.** No Default or Event of Default has occurred and is continuing or could result from any Accommodation under this Agreement or from the application of the proceeds therefrom. None of the Loan Parties is in default of any material term or condition of any loan or credit agreement, indenture, mortgage, deed of trust, security agreement or other instrument or agreement evidencing or pertaining to any Debt of any Loan Party, which is outstanding in an aggregate principal amount exceeding \$25,000,000 or under any material term or condition of any other Material Agreement (other than the Development Agreements) and no Loan Party has received any notice from the Province of any intention to terminate any Development Agreement.
 - (16) **Structure, etc.** Parent GP is a general partner and each of WB GP and Nippon GP is an additional general partner of each of the Borrowers; provided that each of WB GP and Nippon GP is an inactive additional general partner and does not perform any general partner duties with respect to either of the Borrowers. As of

the Effective Date, (i) Parent GP and the Limited Recourse Guarantors are the direct beneficial owners of all of the issued and outstanding Equity Securities of the Borrowers in the proportions set out in Schedule H; and (ii) no Person (other than a Loan Party) has any right or option to purchase or otherwise acquire any of the issued and outstanding Equity Securities of any Loan Party. As of the Effective Date, (i) the Borrowers and the Non-Consolidated Subsidiaries have no Subsidiaries other than as identified on Schedule H, and (ii) the direct beneficial owners of all of the Equity Securities of all such Subsidiaries are as set out in Schedule H.

- (17) **Labour Matters.** None of the Loan Parties is a party, either directly, voluntarily or by operation of law, to any collective agreement, letter of understanding, letter of intent or other written communication with any bargaining agent, trade union or association which may qualify as a trade union, which would apply to any employees of any Loan Party, except to the extent the same has not had and would not reasonably be expected to have a Material Adverse Effect. There are no outstanding or, to the knowledge of any Loan Party, threatened unfair labour practices, complaints or applications of any kind, including any proceedings which could result in certification of a trade union as bargaining agent for employees of any Loan Party, and there have not been any such proceedings within the last five years, in each case, except to the extent the same has not had and would not reasonably be expected to have a Material Adverse Effect. There are no threatened or apparent union organizing activities involving any of the Loan Parties, except to the extent the same would not reasonably be expected to have a Material Adverse Effect. None of Parent GP or any of the Loan Parties has any labour problems that might affect the value of any of the Loan Parties or lead to an interruption of any of their operations at any location, except to the extent the same would not reasonably be expected to have a Material Adverse Effect.
- (18) **Canadian Benefit Plans.** Neither Parent GP nor any Loan Party maintains or contributes to any Canadian Pension Plan. All Canadian Benefit Plans are, and have been, established, registered, administered and funded, where applicable, in all material respects in accordance with the terms of such Canadian Benefit Plans, including the terms of the material documents that support such Canadian Benefit Plans and all applicable Law. To the knowledge of any Loan Party, no event has occurred respecting any Canadian Benefit Plan which would result in the revocation of the registration, if applicable, of such Canadian Benefit Plan. As of the Effective Date, there are no outstanding disputes concerning the assets of any of the Canadian Benefit Plans which could reasonably be expected to have a Material Adverse Effect. No promises of benefit improvements under any of the Canadian Benefit Plans have been made except where such improvement could not reasonably be expected to have a Material Adverse Effect. All employer and employee payments, contributions or premiums required to be made or paid by Parent GP or each Loan Party to the Canadian Benefit Plans have been made on a timely basis in accordance with the terms of such plans and all Laws.

(19) **Trademarks, Patents, etc.**

- (a) Other than Intellectual Property permitted to be used by Parent GP or the Loan Parties from third parties (the “~~Licensed~~**Licensed Intellectual Property**”), and except as set forth in Schedule I, Parent GP and each Loan Party is the beneficial owner of, with good and marketable title, free of all Encumbrances other than Permitted Encumbrances, all Intellectual Property that is used in and material to the Business (the “**Owned Intellectual Property**”), without any material conflict with the rights of any other Person.
- (b) Parent GP and each Loan Party is the registered owner of the Owned Intellectual Property that is Registered Intellectual Property, and such Registered Intellectual Property is (i) currently in compliance in all material respects with any and all formal legal requirements necessary to record and perfect Parent GP’s and the Loan Parties’ interest therein and the chain of title thereof, and (ii) to the knowledge of Parent GP and the Loan Parties, valid and enforceable.
- (c) Parent GP and each Loan Party owns or otherwise has a right to use all Intellectual Property used in and material to the operation of the Business, and there are no other items of Intellectual Property that are material to or necessary for the operation of the Business.
- (d) All Owned Intellectual Property that is Registered Intellectual Property as of the Effective Date is identified in Schedule I.
- (e) To the knowledge of Parent GP and the Loan Parties, no material claim has been asserted and remains pending by any Person with respect to the use by Parent GP or any Loan Party of any Owned Intellectual Property or challenging the validity or enforceability of any Owned Intellectual Property.
- (f) To the knowledge of Parent GP and the Loan Parties, as of the Effective Date there has been no material violation by Parent GP or a Loan Party of the terms and conditions governing such Parent GP’s or such Loan Party’s use of the Licensed Intellectual Property.
- (g) To the knowledge of Parent GP and the Loan Parties no Person is engaging in any activity that infringes, misappropriates or otherwise violates any Owned Intellectual Property in any material respect.
- (h) Except as disclosed in Schedule I, to the knowledge of Parent GP and the Loan Parties, the conduct of each Loan Party’s business does not infringe, misappropriate or otherwise violate the Intellectual Property rights of any other Person in any material respect.

- (20) **Books and Records.** All books and records of Parent GP and each Loan Party and each of its Subsidiaries have been fully, properly and accurately kept and completed in accordance with GAAP (to the extent applicable) in all material respects, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein that could, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.
- (21) **Tax Liability.** Parent GP and each Loan Party has timely filed or caused to be filed all returns in respect of Taxes and has paid or caused to be paid all Taxes required to have been paid by it (including all installments with respect to the current period) and has made adequate provision for Taxes for the current period (other than Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party has, if required, set aside on its books adequate reserves in accordance with GAAP, or as to which waivers or extensions have been granted by the applicable Governmental Authority) and no tax liens have been filed and, to the knowledge of Parent GP and each Loan Party, no claims are being asserted in writing with respect to any such Taxes, except to the extent that (a) any failure to so file or to make such payment could not reasonably be expected to have a Material Adverse Effect or (b) in the case of any such tax liens or claims, such liens or the assertion of such claims do not materially impair the value, validity or the priority of the security interests of the Lenders in the Collateral.
- (22) **Environmental Matters.** Except as disclosed to the Lenders in Schedule J, (i) all property and facilities thereon owned, leased, used or operated by Parent GP or any Loan Party have been, and continue to be, owned, leased, used or operated in compliance in all material respects with all Environmental Laws; (ii) there are no pending or threatened claims, complaints, notices or requests for information with respect to any alleged material violation of any Environmental Law by Parent GP or a Loan Party or potential liability hereunder; (iii) there has been no Release of Hazardous Substances at, on, under or from any property now or previously owned, leased, used or operated by Parent GP or any Loan Party that could reasonably be expected to have a Material Adverse Effect; (iv) the Borrowers have been issued and are in compliance in all material respects with all Environmental Permits; (v) no conditions, facts or circumstances exist at, on or under any property now or previously owned, leased, used or operated by Parent GP or any Loan Party which, with the passage of time, or the giving of notice or both, which could reasonably be expected to give rise to a material Environmental Liability; (vi) neither Parent GP nor any Loan Party is being investigated or prosecuted for alleged non-compliance, or has in the last five years been convicted of material non-compliance with Environmental Laws or Environmental Permits or otherwise settled an investigation or prosecution with respect to the same short of conviction; and (vii) the Borrowers have in effect a management structure and policies and procedures designed to avoid Environmental Liability, maintain compliance with Environmental Laws and their Environmental Permits, and respond in a timely and effective manner in the event of non-compliance therewith or a Release of Hazardous Substances.

- (23) **Anti-Terrorism Laws.** None of Parent GP, the Loan Parties or any Affiliate of any Loan Party is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibition set forth in any Anti-Terrorism Law.
- (24) **Executive Offices & Collateral Locations.** As of the Effective Date, the current location of (i) each chief executive office and principal place of business of Parent GP and each Loan Party, and (ii) the warehouses and premises at which any Assets or Collateral of Parent GP and the Loan Parties is located, are as set forth on Schedule A.
- (25) **Debt.** None of Parent GP, the Loan Parties or the Real Estate Development SPVs have any Debt outstanding other than Permitted Debt.
- (26) **Securities and Instruments.**
- (a) Schedule L sets forth a complete list of Intercompany Securities and Intercompany Instruments, as at the Effective Date.
 - (b) All Intercompany Securities and Intercompany Instruments owned by the Loan Parties have been, where applicable, duly and validly issued and acquired and, in the case of the Intercompany Securities and to the knowledge of the applicable Loan Parties, (i) are fully paid and non-assessable in the case of Intercompany Securities issued by a Loan Party and (ii) all contributions required to be contributed by the limited partners of the Borrowers to the Borrowers entitling them to their respective limited partnership interests in the Borrowers have been contributed. Schedule H sets out, for each class of such Securities listed in the schedule, the percentage amount that such Securities represent of all issued and outstanding Securities of that class, as at the Effective Date.
 - (c) Except for the applicable issuer's constating documents (or as contained therein) or as disclosed in Schedule L, (i) no transfer restrictions apply to any Intercompany Securities or Intercompany Instruments listed in Schedule L, and (ii) no shareholder agreements, trust agreements or similar agreements are applicable to any issuer of such Securities and Instruments.
- (27) **Perfection of Security Interests.** All filings and other actions necessary to perfect and protect the Encumbrances in the Collateral created under the Security Documents have been duly made or taken and are in full force and effect, and the Security Documents create in favour of the Administrative Agent for the benefit of the Lenders, the Hedge Lenders and the Service Lenders a valid and, together with such filings and other actions, perfected first priority Encumbrance in the Collateral (subject only to Permitted Encumbrances), securing the payment of the obligations secured thereby, and all filings and other actions necessary or desirable to perfect and protect such Encumbrance have been duly taken (other

than amendments required to any such registrations in respect of Intellectual Property to reflect the change of administrative agent hereunder).

- (28) **Status of Facilities as Senior Indebtedness.** The obligations under the Credit Facility constitute senior unsubordinated obligations of Parent GP, the Borrowers and the other Loan Parties.
- (29) **Use of Proceeds.** The Borrowers will use the proceeds of the Credit Facility, and the Swing Line ~~Loans~~, and will request the issuance of Documentary Credits, solely for the purposes set out in Section 2.03.
- (30) **Accuracy of Disclosure.** As of the Effective Date, Parent GP and the Loan Parties have, to the best of their knowledge, disclosed or made available to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which they are subject, and all other matters known to them, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other written information furnished by or on behalf of Parent GP or any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Credit Document (in each case as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 7.02 Survival of Representations and Warranties

The representations and warranties herein set forth or contained in any certificates or notices delivered to the Administrative Agent and the Lenders pursuant hereto shall not merge in or be prejudiced by and shall survive any Accommodation hereunder and shall continue in full force and effect (as of the date when made or deemed to be made) so long as any amounts are owing by the Borrowers to the Lenders hereunder.

ARTICLE 8 COVENANTS OF THE LOAN PARTIES

Section 8.01 Affirmative Covenants

So long as any amount owing hereunder remains unpaid or any Lender has any obligation under this Agreement (in each case other than Unmatured Surviving Obligations), and unless consent or waiver is given in accordance with Section 18.01 hereof, the Parent GP and each Loan Party shall:

- (1) **Reporting Requirements.** During the term of this Agreement, prepare (where applicable, in accordance with GAAP) and deliver to the Administrative Agent on behalf of the Lenders:

(a) **Financial Reporting**

- (i) as soon as practicable and in any event within 45 days of the end of each Financial Quarter of the Borrowers (excluding the fourth Financial Quarter), (A) the interim unaudited combined consolidated financial statements of the Borrowers and their Subsidiaries, and (B) the interim unaudited unit financial statements of each Non-Consolidated Subsidiary which accounts for a positive or negative contribution of at least \$500,000 to Consolidated EBITDA for the relevant period, in each case, as at the end of such Financial Quarter prepared in accordance with GAAP including, without limitation, a balance sheet, income statement and statement of cash flows, in each case as at the end of and for such Financial Quarter and the then elapsed portion of the Financial Year which includes such Financial Quarter, in each case subject to year-end adjustments and the absence of footnotes;
- (ii) as soon as practicable and in any event within 90 days of the end of each Financial Year of the Borrowers, (A) the annual audited combined consolidated financial statements of the Borrowers and their Subsidiaries, together with, in comparative form the figures for the previous Financial Year, (B) the annual ~~audited~~ **unaudited** consolidated financial statements of Parent GP, and (C) the annual unaudited unit financial statements of each Non-Consolidated Subsidiary which accounts for a positive or negative contribution of at least \$500,000 to Consolidated EBITDA for the relevant period, in each case, prepared in accordance with GAAP including, without limitation, a balance sheet, income statement and statement of cash flows as at the end of and for such Financial Year (which financial statements of the Borrowers and their Subsidiaries ~~and of Parent GP~~ shall be audited by a nationally recognized accounting firm);
- (iii) (a) concurrently with the delivery of the financial statements contemplated in Section 8.01(1)(a)(i) and Section 8.01(1)(a)(ii) above, ~~(+)~~ a Compliance Certificate in respect of such Financial Quarter or Financial Year, as applicable, in the form attached hereto as Schedule 8, (including a reconciliation, in such detail as the Administrative Agent shall reasonably request, of the financial statements of the Borrowers and Parent GP for such Financial Quarter or Financial Year to the calculation of the financial covenants under Section 8.03 reported on pursuant to such Compliance Certificate) ~~and (2) if requested by the Administrative~~

~~Agent, acting reasonably, a reconciliation of the publicly disclosed financial statements of Parent GP for such Financial Quarter to the financial statements of the Borrowers for such Financial Quarter;~~ (provided that if such request is made less than 15 days prior to the date delivery of such reconciliation would otherwise be required hereunder, such reconciliation will be delivered not more than 15 days after such request) and (b) in the case of clause (ii) above, any accountants' letters provided to the Borrowers in connection with the auditing of such financial statements, promptly after receipt of any such letter; and

- (iv) as soon as available and in any event within 90 days of the end of each Financial Year of the Borrowers, an Annual Business Plan.
- (b) **Environmental Reporting.** Promptly, and in any event within 15 days after becoming aware of its existence, notify the Administrative Agent, and any Governmental Authority where required by ~~Applicable~~ Law, of any fact, circumstance, condition or occurrence that results in a violation of Environmental Law, the Borrower's Environmental Permits or any Release of Hazardous Substances, which in each case could reasonably be expected to result in material Environmental Liability.
- (c) **Additional Reporting Requirements.** Deliver to the Administrative Agent (with sufficient copies for each of the Lenders) (i) as soon as possible, and in any event within five Business Days after Parent GP and any Loan Party becomes aware of the occurrence of each Default or Event of Default, a statement of a Responsible Officer of Parent GP and such Loan Party or any other officer acceptable to the Administrative Agent setting forth the details of such Default or Event of Default and the action which Parent GP and such Loan Party proposes to take or has taken with respect thereto; (ii) together with each Compliance Certificate delivered pursuant to Section 8.01(1)(a)(iii), written notice of any previously undisclosed (a) Subsidiaries of the Loan Parties, (b) Material Agreements and Material Permits of any Loan Party or any material amendment to, termination of (except at full maturity in accordance with its terms) or material default under any previously disclosed Material Agreement or Material Permit, (c) Material Owned Real Properties, Material Leases, Material Crown Tenures or any material amendment to, termination of (except at full maturity in accordance with its terms and without replacement) or material default under any previously disclosed Material Crown Tenure or Material Lease other than, with respect to termination and material defaults, the Development Agreements, which for greater certainty are subject to disclosure pursuant to Section 8.01(1)(c)(vi), (d) material Owned Intellectual Property, (e) new locations of any material amount of tangible personal property to the extent located in a jurisdiction as to which no effective PPSA financing statement has been filed in favour of the Administrative Agent over the Assets of Parent

GP or the applicable Loan Party, and (f) the aggregate amount of Hedging Obligations of the Borrowers owing to Hedge Lenders as at the date of the applicable Compliance Certificate and (g) Investments (whether made in cash or in the form of the transfer of Real Estate Development Assets or other assets) in, acquisitions of Real Estate Development Assets by, and Debt incurred by, any Real Estate Development SPV (with reasonable particulars thereof); (iii) any notice received by Parent GP or any Loan Party of the suspension or cancellation, or the impending suspension or cancellation, of a Material Permit or Material Agreement; (iv) together with each Compliance Certificate delivered pursuant to Section 8.01(1)(a)(iii), an amended Schedule L which shall reflect any Intercompany Securities not listed on Schedule L; (v) as soon as possible (and in any event within five Business Days after Parent GP or any Loan Party becomes aware of the same), any agreements, instruments and corporate or other restrictions to which any of Parent GP and the Loan Parties is subject, and all other matters known to Parent GP and the Loan Parties, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect; (vi) as soon as possible, and in any event within five Business Days after Parent GP or any Loan Party becomes aware of the same, written notice of any termination of or default under any Development Agreement; (vii) as soon as possible, and in any event within five Business Days after Parent GP or any Loan Party becomes aware of the same, written notice of any actions, suits or proceedings (including any Tax-related matter) by or before any arbitrator or Governmental Authority or by any other Person pending against or threatened against or affecting any Loan Party or any of their Subsidiaries that could reasonably be expected to result in a Material Adverse Effect; and (viii) such other information respecting the condition or operations, of the business of any of the Loan Parties as the Administrative Agent, on behalf of the Lenders, may from time to time reasonably request.

- (2) **Existence; Conduct of Business.** Do and cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence (subject only to Section 8.02(2)) and, except to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect, obtain, preserve, renew and keep in full force and effect any and all Material Permits necessary to properly conduct their respective businesses.
- (3) **Payment Obligations.** Pay all Tax liabilities as they become due and payable, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (b) Parent GP or such Loan Party, as applicable, has, if required, set aside on its books adequate reserves with respect thereto in accordance with GAAP.
- (4) **Maintenance of Properties.** Keep and maintain, and cause each Loan Party to keep and maintain, all real and personal property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted,

except to the extent that the failure to do so, individually or in the aggregate, could not be expected to have a Material Adverse Effect.

- (5) **Books and Records; Inspection Rights.** Keep, and cause each Loan Party to keep, proper books of record and account in accordance with GAAP including particulars of Intercompany Instruments; and permit any representatives designated by the Administrative Agent on behalf of one or more Lenders, (which, prior to an Event of Default shall be only once per Financial Year) upon reasonable prior notice and during normal business hours, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants; provided, that a representative of the applicable Borrower shall be given the opportunity to be present.
- (6) **Compliance with Laws.** Comply in all material respects with (i) all Laws, (ii) all orders of any Governmental Authority applicable to it or its property and (iii) all Material Permits and Material Agreements.
- (7) **Insurance.** Maintain, with financially sound and reputable insurers, insurance with respect to the respective properties and business of the Loan Parties and Parent GP, except in the case of Parent GP, properties that are not required to be pledged or otherwise encumbered in favour of the Administrative Agent and the Lenders under the Credit Document against such liabilities, casualties, risks and contingencies and in such types (including business interruption insurance) and amounts as is prudent and customary in the case of Persons engaged in the same or similar businesses and similarly situated and in accordance with any requirement of any Governmental Authority, including as required by the Development Agreements. In the case of any fire, accident or other casualty causing loss or damage to any properties of any Loan Party or Parent GP used in generating cash flow or required by Law, except in the case of Parent GP, properties that are not required to be pledged or otherwise encumbered in favour of the Administrative Agent and the Lenders under the Credit Document, all proceeds of such policies shall be used promptly (a) to repair or replace any such damaged properties, and otherwise shall be used to prepay the Accommodation Outstanding in accordance with Section 2.05(3) if no Event of Default has occurred and is continuing or (b) as directed by the Administrative Agent if an Event of Default has occurred and is continuing. Subject to the Development Agreements, Parent GP and each Loan Party will obtain endorsements to its property insurance policies pertaining to all physical properties in which the Administrative Agent or the Lenders shall have an Encumbrance under the Credit Documents, showing loss payable to the Administrative Agent, as first loss payee, and evidencing that such policies are subject to the standard mortgage clause approved by the Insurance Bureau of Canada (as applicable), and containing provisions that such policies will not be cancelled or materially amended without 30 days prior written notice having been given by the insurance company to the Administrative Agent. The Borrowers shall also cause the

Administrative Agent and the Lenders to be shown as additional insured on applicable liability policies of the Loan Parties.

- (8) **Additional Loan Parties/Security.** If, at any time after the Effective Date, any Loan Party creates or acquires a new Subsidiary or in some other manner becomes the holder of any Equity Securities of a new Subsidiary, or the Borrowers wish to designate any newly created or newly acquired Non-Consolidated Subsidiary as a Guarantor hereunder:
- (a) the applicable Loan Party (or Parent GP, as applicable) will within 30 days of creation or acquisition of a new Subsidiary or designation of a Subsidiary execute and deliver to the Administrative Agent a securities pledge agreement, in form and substance satisfactory to the Administrative Agent, granting a security interest in 100% of the Equity Securities of such new or newly designated Subsidiary owned by such Loan Party;
 - (b) other than in the case of a Real Estate Development SPV, the applicable Loan Party (or Parent GP, as applicable) will cause such new or newly designated Subsidiary to promptly execute and deliver to the Administrative Agent a Guarantee and security of the nature contemplated by Section 2.13, all in form and substance satisfactory to the Administrative Agent; and
 - (c) in connection with the execution and delivery of any guarantee, pledge agreement, mortgage, security agreement or analogous document pursuant to this Section, the applicable Loan Party (or Parent GP, as applicable) will, or will cause the applicable Subsidiary to, deliver to the Administrative Agent such corporate resolutions, certificates, legal opinions and such other related documents, including, in respect of Material Owned Real Properties and Material Leased Real Properties, all items set forth in Section 2.13(1)(d) hereof, *mutatis mutandis*, including, but not limited to satisfactory title insurance or a satisfactory title opinion and satisfactory environmental assessment reports and surveys, if available, in each case as shall be reasonably requested by the Administrative Agent, taking into account the overall costs and benefits thereof and the material interests of the Lenders, and consistent with the relevant forms and types thereof delivered on the First ARCA Closing Date or as shall be otherwise acceptable to the Administrative Agent. Each guarantee, pledge agreement, mortgage, security agreement and any other analogous document delivered pursuant to this Section shall be deemed to be a Security Document from and after the date of execution thereof.
- (9) **Further Assurances.** At the cost and expense of the Borrowers, promptly upon reasonable request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error in the execution,

acknowledgment, filing or recordation of any Credit Document, and (b) duly execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, conveyances, pledge agreements, mortgages, deeds of trust, trust deeds, assignments, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments as the Administrative Agent, on behalf of the Lenders, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Credit Documents, (ii) subject Parent GP's or any Loan Party's or any of their Subsidiaries' properties, assets, rights or interests now or hereafter intended to be covered by any of the Security Documents to the Encumbrances of the Security Documents and (iii) perfect and maintain the validity, effectiveness, perfection and priority of any of the Security Documents and any of the Encumbrances intended to be created thereunder.

(10) **Canadian Benefit Plans.**

- (a) For each existing, or hereafter adopted, Canadian Benefit Plan, each Loan Party shall in a timely fashion comply with and perform in all material respects all of its obligations under and in respect of such Canadian Benefit Plan, including under any material documents that support such Canadian Benefit Plan and all applicable Laws; provided that all employer or employee payments, contributions or premiums required to be remitted, paid to or in respect of each Canadian Benefit Plan shall be paid or remitted by each applicable Loan Party in a timely fashion in accordance with the terms thereof, any funding agreements and all Laws.
- (b) The Borrowers shall deliver to Administrative Agent: (i) if requested by Administrative Agent, acting reasonably, copies of each annual and other return, report or valuation with respect to each Canadian Pension Plan as filed with any applicable Governmental Authority; (ii) promptly after receipt thereof, a copy of any material direction, order, notice, ruling or opinion that any Loan Party may receive from any applicable Governmental Authority with respect to any Canadian Pension Plan; (iii) notification within thirty (30) days of any changes in benefits provided under any existing Canadian Benefit Plan, or the establishment of any new Canadian Benefit Plan, or the commencement of contributions to any such plan to which the Loan Parties were not previously contributing where such change, establishment or commencement increases the cost to the Loan Parties by an amount in excess of \$1,000,000 per annum; and (iv) if any increase in liabilities or decrease in the value of assets under any Canadian Benefit Plan increases the funding obligations of the Loan Parties by an amount in excess of \$1,000,000 per annum, notification within thirty (30) days of such increase in funding obligations.

(11) **Securities and Instruments.**

- (a) If any Intercompany Securities owned by Parent GP or a Loan Party are now or at any time become evidenced, in whole or in part, by

uncertificated securities registered or recorded in records maintained by or on behalf of the issuer thereof in the name of a clearing agency or a custodian or of a nominee of either, Parent GP or the applicable Loan Party will notify the Administrative Agent in writing of such Securities and, at the request and option of the Administrative Agent, (i) to the extent applicable under Law, cause an appropriate entry to be made in the records of the clearing agency or custodian (if there is such an agency or Person) or the applicable securities register, as applicable, to record the interest of the Administrative Agent or its nominee (if the Administrative Agent or such nominee is a member of such clearing agency) or otherwise as the Administrative Agent may reasonably direct in such Securities created pursuant to the Security Documents or (ii) cause the Administrative Agent to have control over such Securities.

- (b) During the continuance of an Event of Default, if any Securities (other than Intercompany Securities) owned by Parent GP or a Loan Party are evidenced, in whole or in part, by uncertificated securities registered or recorded in records maintained by or on behalf of the issuer thereof in the name of a clearing agency or a custodian or of a nominee of either, Parent GP or the applicable Loan Party will notify the Administrative Agent in writing of such Securities (unless such notice previously has been given) and, at the request and option of the Administrative Agent, (i) cause an appropriate entry to be made in the records of the clearing agency or custodian, as applicable, to record the interest of the Administrative Agent or its nominee (if the Administrative Agent or such nominee is a member of such clearing agency) or otherwise as the Administrative Agent may reasonably direct in such Securities created pursuant to the Security Documents or (ii) cause the Administrative Agent to have control over such Securities.
 - (c) If Parent GP or any Loan Party acquires ownership of any Intercompany Securities, Parent GP or such Loan Party will notify the Administrative Agent in writing within 15 days after such acquisition and provide the Administrative Agent with a revised Schedule L recording the acquisition and particulars of such Securities in accordance with Section 8.01(1)(c)(f)(iv). Upon request by the Administrative Agent, Parent GP or such Loan Party will promptly deliver to and deposit with the Administrative Agent, or cause the Administrative Agent to have control over, all such Securities as security for the obligations of Parent GP or the applicable Loan Party pursuant to this Agreement and the other Credit Documents to which Parent GP or such Loan Party is party.
- (12) **Compliance with Environmental Laws.** (i) Comply and cause all lessees and other Persons operating or occupying its properties to comply with, and use and operate all of its facilities and properties in compliance with, all applicable Environmental Laws and Environmental Permits in all material respects; (ii) obtain and renew all Environmental Permits necessary for its operations and

properties to comply with all applicable Environmental Laws and Environmental Permits and remain in compliance thereof; (iii) handle all Hazardous Substances in compliance with all applicable Environmental Laws in all material respects, and (iv) if any Remedial Work is required pursuant to any Environmental Laws, including through an order or direction of a Governmental Authority, as a result of, or in connection with, any Release, suspected Release, or threatened Release, the Borrowers shall commence at their sole expense the performance of, or cause to be commenced, and thereafter diligently prosecute to completion, the performance of all such Remedial Work. All Remedial Work shall be performed under the supervision of a consulting engineer approved in advance in writing by the Administrative Agent, which approval shall not be unreasonably withheld.

- (13) **Performance of Material Agreements.** Perform and observe in all material respects all terms and provisions of each Material Agreement to be performed or observed by it and maintain each such Material Agreement in full force and effect.
- (14) **Cash Management Arrangements.** Maintain its bank accounts solely with the Administrative Agent.

Section 8.02 Negative Covenants

So long as any amount owing hereunder remains unpaid or any Lender has any obligation under this Agreement (in each case other than Unmatured Surviving Obligations), and unless consent or waiver is given in accordance with Section 18.01(1) hereof, neither the Parent GP nor any Loan Party shall:

- (1) **Debt.** Create, incur, assume or suffer to exist any Debt other than Permitted Debt or permit any Real Estate Development SPV to create, incur, assume or suffer to exist any Debt other than Permitted Debt.
- (2) **Encumbrances.** Create, incur, assume or suffer to exist any Encumbrance on any of its Assets, other than Permitted Encumbrances, or permit any Real Estate Development SPV to create, incur, assume or suffer to exist any Encumbrance on any of its Assets, other than Permitted Encumbrances.
- (3) **Fundamental Changes.** Except as otherwise expressly permitted pursuant to this Agreement, (i) merge into or amalgamate or consolidate with any other Person, or permit any other Person to merge into or amalgamate or consolidate with it or (ii) sell (other than in respect of a Permitted Disposition), transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of its Assets, or all or any of the Equity Securities of any of the Loan Parties (in each case, whether now owned or hereafter acquired), or (iii) liquidate, dissolve or be wound up (any Person surviving from any transaction referred to in clause (i), any Person to whom Assets or Equity ~~Interests~~Securities are transferred in any transaction referred to in clause (ii) and any Person into whom a Loan Party is liquidated, dissolved or wound up in any transaction referred to in clause (iii), herein referred to as a “**Successor**” and any transaction

referred to in any of clauses (i), (ii) and (iii), herein referred to as a “**Consolidation**”, and “**Consolidate**” shall have a correlative meaning); provided that, if at the time of any such Consolidation and immediately after giving effect thereto no Default or Event of Default shall have occurred and be continuing and the validity, enforceability, effect, perfection and ranking of the Security is not adversely affected thereby (taking into account the requirements of subclauses (a) (i), (ii) and (vii) and the final provision of this Section 8.02(3)):

- (a) Parent GP may merge into, or amalgamate or consolidate with another Person (including an Unrestricted Subsidiary) that is not a Loan Party, so long as prior to or contemporaneously with the consummation of such merger, amalgamation or consolidation:
 - (i) the Successor will be bound by or have expressly assumed all of the covenants and obligations of Parent GP under the Credit Documents to which it is a party;
 - (ii) such Credit Documents will be valid and binding obligations of the Successor, enforceable against the Successor and entitling the Administrative Agent and the Lenders, as against the Successor, to exercise all of their rights under the Credit Documents;
 - (iii) the Successor will not be bound by any Debt other than Permitted Debt;
 - (iv) written notice of such merger, amalgamation or consolidation has been given to the Administrative Agent at least 30 days prior thereto;
 - (v) the Successor shall own all or substantially all of the business and Assets of the Parent GP upon the occurrence of such merger, amalgamation or consolidation;
 - (vi) the Successor is a corporation with limited liability or a limited partnership, in each case, governed (as to corporate or partnership matters) by the federal laws of Canada or the laws in force in a province of Canada;
 - (vii) such merger, amalgamation or consolidation shall be on such terms and shall be carried out in such manner as to preserve and not to impair any of (A) the validity, enforceability, effect, perfection and ranking of the Security to which the Parent GP is a party or (B) the rights and powers of the Administrative Agent and the Lenders under any Credit Documents, in each case as determined by the Administrative Agent, acting reasonably, and having regard to the rights of the Administrative Agent and the Lenders afforded by this Section 8.02(3)(a), including the right to

request and receive documents from and legal opinions with respect to the Successor, as set forth above; and

- (viii) such merger, amalgamation or consolidation shall not result in the Assets of the Successor being subject to any Encumbrances other than Permitted Encumbrances;
- (b) any Loan Party may Consolidate with or into any other Loan Party; provided that the Successor is a Borrower or a Loan Party; and
- (c) any wholly-owned Subsidiary of any Loan Party, other than a Real Estate Development SPV, may Consolidate with or into such Loan Party so long as the Successor is that Loan Party;

provided further that (i) any Successor of any Loan Party (other than a Loan Party acquired after the First ARCA Closing Date governed by the laws of the United States (or any State thereof)) is a corporation with limited liability or a limited partnership, in each case, governed (as to corporate or partnership matters) by the federal laws of Canada or the laws in force in a province of Canada; and (ii) each Successor referred to in this Section 8.02(3) shall also execute and deliver, or cause to be executed and delivered, to the Administrative Agent such documents (including legal opinions of counsel to the Successor), if any, as the Administrative Agent may reasonably request.

- (4) **Carry on Business.** Engage in any business other than (i) with respect to each Loan Party, the Business and businesses reasonably ancillary and related thereto and (ii) with respect to the Parent GP only, (A) the business of acting as general partner of the Borrowers in accordance with the terms of the Partnership Agreements and this Agreement, (B) the business of providing goods and services and the lease of real property to the Borrowers and the other Loan Parties required to carry on the Business and (C) other businesses similar to the Business and businesses reasonably related thereto. Neither WB GP nor Nippon GP shall carry on any business except to act as additional general partner of the Borrowers in accordance with the terms of the Partnership Agreements. A Loan Party and a Real Estate Development SPV may engage in the real estate development business, subject to the Investment limitations imposed by Section 8.02(10)(g), the Debt limitations imposed by Section 8.02(1) and the Encumbrance limitation imposed by Section 8.02(2).
- (5) **Disposal of Assets.** Dispose of any Assets to any Person, other than Permitted Dispositions.
- (6) **Transactions with Related Parties.** Except for Parent GP, dispose of any Assets to, or purchase, lease or otherwise acquire any Assets from, or enter into any agreement with, or make any payment to or engage in any other transaction or arrangement with, any Related Party except:

- (a) Restricted Payments permitted under Section 8.02(8);
- (b) Dispositions of Assets referred to in subparagraphs (a), (c), (d), (g), (h) and (k) of the definition of Permitted Dispositions; provided that (i) each of the conditions set out in the proviso at the end of such definition is complied with, (ii) such Dispositions are made for fair value paid in cash and otherwise on terms and conditions at least as favourable to the Loan Parties as could have been obtained from any Unrelated Party under no compulsion to act, (iii) the aggregate consideration for all such Dispositions made over the entire term of the Credit Facility may not exceed \$15,000,000, and (iv) if any such Disposition (whether in a single transaction or a series of related transactions) is of Assets the fair value of which is in excess of \$5,000,000, such Disposition has been approved by the board of directors of Parent GP (or any duly authorized committee or other governing body thereof);
- (c) Permitted Acquisitions of (x) Assets comprising Collateral before such acquisition from Parent GP (other than Equity Securities in a Borrower) the aggregate consideration to be paid for which, for all such Acquisitions made from the Effective Date over the entire term of the Credit Facility, does not exceed \$10,000,000 or (y) Assets not constituting Collateral before such acquisition; provided in any case that (i) the terms and conditions upon which such Assets are acquired, including the aggregate consideration to be paid therefor, are at least as favourable to each of the Loan Parties party to such Acquisition as could have been obtained from any Unrelated Party under no compulsion to act and (ii) the aggregate consideration for which, does not exceed \$10,000,000 in the aggregate for all such Acquisitions in any Financial Year and \$30,000,000 for all such Acquisitions from the Effective Date over the term of the Credit Facility;
- (d) Permitted Dispositions of Real Estate Development Assets pursuant to paragraph (e) of the definition of Permitted Dispositions;
- (e) any acquisition, agreement or other transaction or arrangement, other than a Disposition, Acquisition or Restricted Payment (except for fair value consideration to be paid in connection with such agreement, transaction or arrangement), which would not otherwise be prohibited by the terms of this Agreement if entered into with any Unrelated Party, for fair value and otherwise on terms and conditions at least as favourable to the Loan Parties as could have been obtained from any Unrelated Party under no compulsion to act; provided that if the aggregate fair value of the consideration to be paid by or the services to be provided by any Loan Party in connection with any such agreement, transaction or arrangement (whether in a single transaction or a series of related transactions) exceeds \$5,000,000, such agreement, transaction or arrangement has been approved by the board of directors of Parent GP (or any duly authorized committee or other governing body thereof).

- (7) **Restrictive Agreements.** Directly or indirectly enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of such Loan Party or Parent GP to create, incur or permit to exist any Encumbrance upon any of its Assets, except, in the case of Parent GP, upon Assets that are not required to be pledged or otherwise encumbered in favour of the Administrative Agent and the Lenders under the Credit Documents and Assets that are not used in the Business, (b) the ability of such Loan Party to (i) pay dividends or other distributions with respect to any Equity Securities or with respect to, or measured by, its profits, (ii) to make or repay loans or advances to any Loan Party or (iii) to provide a guarantee of any Debt of any Loan Party, (c) the ability of any Loan Party to make any loan or advance to the other Loan Parties, or (d) the ability of any Loan Party to sell, lease or transfer any of its property to any other Loan Party; provided that the foregoing shall not apply to (i) restrictions and conditions existing on the First ARCA Closing Date identified on Schedule K (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (ii) customary restrictions and conditions contained in agreements relating to the sale of a Loan Party pending such sale, provided such restrictions and conditions apply only to the Loan Party that is to be sold and such sale is permitted hereunder; (iii) any agreement in effect at the time such Loan Party becomes a Loan Party, so long as such agreement was not entered into in contemplation of such Person becoming a Loan Party; (iv) any Encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the agreements or other arrangements referred to in clauses (i) through (iii) above; provided that such Encumbrances or restrictions are no more restrictive than those contained in such agreements and arrangements prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing; and (v) restrictions, conditions and Encumbrances required or imposed by the Province or affected first nations groups in any amendment, modification, renewal, restatement or replacement of the Development Agreements, provided the same, individually or in the aggregate, (a) would not reasonably be expected to be materially adverse to the interests of the Lenders hereunder or under any of the other Credit Documents, (b) shall not impair (A) the validity, enforceability, effect, perfection and ranking of the Security to which any Loan Party is a party or (B) in any material respect the rights of the Administrative Agent and the Lenders under the Province Consent with respect to each Development Agreement.
- (8) **Restricted Payments.** Except for Parent GP, declare, make or pay or agree to declare, make or pay, directly or indirectly, any Restricted Payment, except:
- (a) Permitted Distributions;

- (b) the declaration and payment of dividends with respect to the Equity Securities of a Borrower payable solely in additional Equity Securities to current holders of those Equity Securities;
 - (c) payment of fees (including directors' fees and other fees for services), reimbursement of expenses, indemnity payments, insurance premiums, salaries, wages, bonuses and other amounts to directors, officers and employees of any Loan Party that are not directors, employees or offices of any Related Party in the ordinary course of business in a commercially reasonable amount;
 - (d) Restricted Payments by any Loan Party to another Loan Party; and
 - (e) payment of fees (including directors' fees and other fees for services), reimbursement of expenses, indemnity payments, insurance premiums, salaries and wages, bonuses and other amounts to directors, officers and employees of Parent GP or any Related Party, which do not exceed \$5,000,000 in the aggregate per annum.
- (9) **Permitted Debt Payments.** Pay any amount on account of Permitted Debt except so long as no Default or Event of Default is then in existence or would otherwise arise therefrom, regularly scheduled payments in respect of other Permitted Debt (subject, in the case of any Subordinated Debt, to the subordination terms thereof).
- (10) **Investments.** Except for Parent GP, purchase, hold or acquire (including pursuant to any amalgamation with any Person that was not a wholly-owned Subsidiary prior to such amalgamation), any Equity Securities, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, guarantee any obligations of, or make or permit to exist any Investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any Assets of any other Person, except:
- (a) Investments (i) by a Borrower or Consolidated Subsidiary in the Equity Securities of any Consolidated Subsidiary or (ii) a Non-Consolidated Subsidiary in the Equity Securities of a Subsidiary of such Non-Consolidated Subsidiary which is a Loan Party;
 - (b) unsecured loans or advances made by a Loan Party to another Loan Party, provided such loans or advances are subject to the security interests granted by the applicable Loan Party to the Administrative Agent under the applicable Security Agreement;
 - (c) Investments acquired pursuant to a Permitted Acquisition under Section 8.02(11), to the extent that such Investments were in existence on the date of such Permitted Acquisition and were not acquired in contemplation thereof;

- (d) Investments in joint ventures (whether made in cash or in kind) the initial value or amount of such Investments which, when aggregate with the initial value or amount of all other such Investments made pursuant to this paragraph (d) and all Permitted Acquisitions made pursuant to clause (b)(ii) of the definition of Permitted Acquisitions does not exceed \$20,000,000 in any Financial Year and \$40,000,000 for all such Investments and Acquisitions from the Effective Date over the term of the Credit Facility;
 - (e) the Loan Parties may acquire and hold receivables, accounts, notes receivable, chattel paper, payment intangibles and prepaid accounts owing to them, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;
 - (f) the Loan Parties may acquire and own Investments (including obligations evidencing Debt) received in connection with the settlement of accounts in the ordinary course of business or in connection with the bankruptcy or reorganization of suppliers or in settlement of delinquent obligations of, and other disputes with, suppliers arising in the ordinary course of business of the Loan Parties;
 - (g) Investments by a Loan Party in a Real Estate Development SPV (whether made in cash or in the form of the transfer of Real Estate Development Assets or other assets); provided the initial value or amount of such Investments, when aggregated with the initial value or amount of all other such Investments in Real Estate Development SPVs made pursuant to this paragraph (g), does not exceed Cdn.\$75,000,000 from the First ARCA Closing Date over the term of the Credit Facility;
 - (h) loans or advances made by a Loan Party to Parent GP required because of timing differences to fund the payment of general and administrative expenses of Parent GP pending receipt of funds from its operations (including payment of Permitted Distributions); provided that the aggregate outstanding amount at any time of all such loans and advances (including any Refinancing Debt arising therefrom) at no time exceeds \$7,500,000; and
 - (i) Permitted Investments.
- (11) **Acquisitions.** Except for Parent GP, make any Acquisition other than a Permitted Acquisition.
- (12) **Subsidiaries.** Except for Parent GP or pursuant to Permitted Acquisitions referred to in clause (b)(ii) of the definition of Permitted Acquisitions or Investments referred to in Section 8.02(10)(d), create any Subsidiary unless such Subsidiary is a wholly-owned Subsidiary.

- (13) **Canadian Pension Plan Compliance.** (a) Terminate any Canadian Pension Plan in a manner, or take any other action with respect to any Canadian Pension Plan, which would reasonably be expected to have a Material Adverse Effect, (b) fail to make full payment when due of all amounts which, under the provisions of any Canadian Pension Plan, agreement relating thereto or Law, any Loan Party is required to pay as contributions thereto, (c) contribute to or assume an obligation to contribute to, or permit any Loan Party (other than any Loan Party acquired as a result of a Permitted Acquisition) to contribute to or assume an obligation to contribute to, any defined benefit pension plan or “multi-employer plan” as such terms are defined in the *Pension Benefits Standards Act* (British Columbia), or
(d) acquire an interest in any Person if such Person sponsors, maintains or contributes to, or at any time in the six-year period preceding such acquisition has sponsored, maintained, or contributed to any defined benefit pension plan or “multi-employer plan” as such terms are defined in the *Pension Benefits Standards Act* (British Columbia).
- (14) **Amendments.** Amend or allow any amendments to its or any of its Subsidiaries’ constituting documents, partnership agreement or by-laws (or other governing documents) which are adverse in any material respect to the Lenders’ interests hereunder or the Encumbrances arising under or created by the Security Documents (which for greater certainty would include any amendment that results in the ability to issue uncertificated limited partnership interest in either Borrower); or allow any amendments to, or grant any waivers in respect of, any Material Agreement, which amendment or waiver (a) could reasonably be expected to have a Material Adverse Effect, or (b) with respect to the Development Agreements, would result in reducing the term of either Development Agreement.
- (15) **Change of Auditors.** Change its auditors other than to a nationally recognized accounting firm or as otherwise agreed between the Borrowers and the Administrative Agent.
- (16) **Accounting Changes; Changes in Financial Year.** (a) Make or permit, or permit any of its Subsidiaries to make or permit, any material change in accounting policies or reporting practices, except as required or permitted by GAAP, or (b) change its Financial Year; provided, however, that the Borrowers may, upon written notice to the Administrative Agent, change their Financial Year to a financial year beginning on August 1 of each calendar year and ending on July 31 of the following calendar year or to any other financial year reasonably acceptable to the Administrative Agent, subject to agreement between the Borrowers and the Administrative Agent on any adjustments to this Agreement that are necessary to reflect such change in financial year (with the intention of maintaining ongoing testing of the financial covenants and other requirements in a manner that preserves the original intent thereof in light of such change to the Financial Year), and the Borrowers and the Administrative Agent are hereby authorized by the Lenders to make any such adjustments hereto as they agree upon.

- (17) **Speculative Transactions.** Engage in or enter into any Hedging Agreement, except in the normal course of business and not for speculative purposes.
- (18) **Change of Corporate Name or Location.** Change or permit any of its Subsidiaries that are Loan Parties to change (a) its incorporated name, or if not a corporation, its name as it appears in official filings in the jurisdiction of its organization, (b) its chief executive office or principal place of business (unless such change is within the same jurisdiction), (c) the type of entity that it is, and (d) its jurisdiction of incorporation or organization, in each case without at least ten (10) days prior written notice to the Administrative Agent, and unless any action reasonably requested by the Administrative Agent in connection with any Encumbrances in favour of the Administrative Agent in any Collateral is completed or taken within such time period as is requested by the Administrative Agent, acting reasonably, and in any event within the time period required to maintain the perfection and ranking of the applicable Security. Without limiting the foregoing, neither Parent GP nor the Borrowers shall, nor shall it permit any Loan Party to, change its name, identity or corporate or organizational structure in any manner that could reasonably be expected to make any financing statement filed in connection herewith or any other Credit Document seriously misleading within the meaning of section 43 of the PPSA (or any comparable provision then in effect) except upon prior written notice to the Administrative Agent, and unless any reasonable action requested by Administrative Agent (such request not to be unreasonably delayed) in connection therewith, including to continue the perfection of any Encumbrances in favour of the Administrative Agent in any Collateral, is completed or taken within such time period as is requested by the Administrative Agent, acting reasonably, and in any event within the time required to maintain the perfection and ranking of the applicable Security.
- (19) **Sale-Leaseback Transactions.** Except for Parent GP, or in connection with a Permitted Disposition referred to in paragraph (d) of the definition thereof, enter into any Sale-Leaseback Transaction.
- (20) **Issuance of Equity Securities.** In the case of the Borrowers, issue any Equity Securities after the First ARCA Closing Date except (i) to the Parent GP or a Limited Recourse Guarantor, or (ii) pursuant to a management or employee share ownership plan, and provided that any Equity Securities are pledged to the Administrative Agent on behalf of the Lenders (on a limited recourse basis with respect to management or employees or a Limited Recourse Guarantor) pursuant to Security Documents, together with any related agreements, deliveries and registrations reasonably required by the Administrative Agent, which are in form and substance satisfactory to the Administrative Agent.

Section 8.03 Financial Covenants

So long as any amount owing hereunder remains unpaid or any Lender has any obligations under this Agreement, and unless consent is given in accordance with Section 18.01 hereof, the Borrowers shall:

- (a) Consolidated Total Leverage Ratio. Maintain, as at the end of each Financial Quarter for the Measurement Period then ended, a Consolidated Total Leverage Ratio of not greater than 4.00:1.00.
- (b) Consolidated Interest Coverage Ratio. Maintain, as at the end of each Financial Quarter for the Measurement Period then ended, a Consolidated Interest Coverage Ratio of not less than 2.0:1.00.

ARTICLE 9 EVENTS OF DEFAULT

Section 9.01 Events of Default

- (1) If any of the following events (each an “**Event of Default**”) shall occur and be continuing:
 - (a) any Loan Party shall fail to pay any principal amount of the Accommodations Outstanding when such amount becomes due and payable; provided that if such failure to pay relates to a technical failure of a banking institution, wire transfer or other intrabank payment system or similar technical failure, such failure to pay shall not constitute an Event of Default if the same does not continue for more than one (1) ~~Banking~~Business Day;
 - (b) any Loan Party shall fail to pay any interest, Fees or any other amounts owing hereunder or under any of the Credit Documents or in connection herewith when the same become due and payable, and such failure shall remain unremedied for (i) three Business Days after the due date therefor (in the case of regularly scheduled payments) and (ii) three Business Days after written notice thereof is given by the Administrative Agent to the relevant Loan Party specifying such default and requiring such Loan Party to remedy or cure the same (in the case of any other such payments);
 - (c) any representation or warranty made or confirmed by the Borrowers, Parent GP or any other Loan Party or a Limited Recourse Guarantor in this Agreement or any other Credit Document shall prove to have been untrue in any material respect when made or confirmed and such misrepresentation, if capable of being remedied, is not so remedied within 30 days after the Administrative Agent notifies the Borrowers of the same;
 - (d) Parent GP or any Loan Party shall fail to perform, observe or comply with any of the covenants contained in Section 8.01(2) (as it relates to

corporate existence of any Loan Party), Section 8.02 or Section 8.03, or any Limited Recourse Guarantor shall fail to perform, observe or comply with any of the covenants contained in Sections 7.1.1, Section 7.2.1 and Section 7.2.3 of the Limited Recourse Guarantees and of any Limited Recourse Guarantee;

- (e) Parent GP or any Loan Party or Limited Recourse Guarantor shall fail to perform or observe any other term, covenant or agreement contained in any Credit Document to which it is a party (other than a covenant or agreement whose breach or default in performance is elsewhere in this Section 9.01 specifically dealt with) and such failure shall remain unremedied for 30 days after the Administrative Agent notifies the Borrower of the same;
- (f) the Administrative Agent receives a notice from the Province pursuant to the Province Consent in respect of the Province's intent to terminate any Development Agreement;
- (g) a Loan Party shall fail to pay the principal, premium or interest (or in the case of obligations under Hedging Agreements, other required payment) on any Debt (excluding any Debt hereunder) which is outstanding in an aggregate principal amount exceeding (or, in the case of obligations under Hedging Agreements, in respect of which the net obligations of such Person, determined on a marked to market basis, exceed) \$25,000,000 (or the Equivalent U.S. \$ Amount), when such amount becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any other event shall occur or condition shall exist, and shall continue after the applicable grace period, if any, specified in any agreement or instrument relating to any such Debt, if the effect of such event or condition is to accelerate (or, in the case of obligations under Hedging Agreements, require a termination payment) or permit the acceleration of (or termination payment in respect of) such Debt; or any such Debt shall be declared to be due and payable in accordance with its terms prior to the stated maturity thereof;
- (h) any one or more writs of execution or similar process is enforced or levied upon Assets having an aggregate value of \$25,000,000 (or the Equivalent U.S. \$ Amount) or more, net of any amounts covered by an enforceable contract of insurance, any Loan Party or Parent GP (except, in the case of Parent GP upon Assets that are not required to be pledged or otherwise encumbered in favour of the Administrative Agent and the Lenders under the Credit Document) and remains undischarged, unvacated and unstayed for a period (for each action) of 30 days and, in any event, later than five Business Days prior to the date of any proposed sale thereunder, provided

that, during such period, such process is in good faith disputed by such Loan Party;

- (i) any one or more judgments or orders for the payment of money in aggregate in excess of \$25,000,000 (or the Equivalent U.S. \$ Amount) net of any amounts available for the satisfaction of such judgments or orders pursuant to an enforceable contract of insurance, shall be rendered against any Loan Party and the same shall remain undischarged, unvacated, unstayed and unbonded pending appeal for a period of 30 consecutive days from the entry thereof;
- (j) any Loan Party (i) fails to generally pay its debts as such debts become due and payable or commits an act of bankruptcy; (ii) admits in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or (iii) institutes or has instituted against it any proceeding seeking (w) the possession, foreclosure, seizure, retention, sale or other disposition of, or other proceedings to enforce security over, all or any substantial part of its Assets, (x) to adjudicate it bankrupt or insolvent, (y) any liquidation, winding-up, reorganization (in each case, other than as specifically permitted hereunder), arrangement (other than as specifically permitted hereunder), adjustment, protection, relief or composition of it or its debts under any Law relating to bankruptcy, insolvency, reorganization, incorporation law or relief of debtors including any plan of compromise or arrangement or other similar corporate proceeding involving or affecting its creditors, or (z) the entry of an order for relief or the appointment of a receiver, trustee, interim receiver, receiver and manager, liquidator, custodian, sequester or other similar official for it or for any substantial part of its Assets, and in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 30 days, or any of the relief sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, trustee, interim receiver, receiver and manager, liquidator, custodian, sequester or other similar official for it or for any substantial part of its Assets) shall be granted;
- (k) any of the Credit Documents executed and delivered by Parent GP or any Loan Party or a Limited Recourse Guarantor shall cease to be in full force and effect, or the validity, effect, perfection or priority of any Security shall cease to have, or be determined by a court of competent jurisdiction not to have, the validity, effect, perfection or priority contemplated by the Credit Documents and in each case, such failure shall remain unremedied for 10 Business Days after the Administrative Agent notifies the Borrowers of the same;
- (l) the validity of any of the Credit Documents or the applicability thereof to the Accommodations or any other obligations purported to be secured or

guaranteed thereby or any part thereof shall be disaffirmed by or on behalf of Parent GP or any Loan Party or a Limited Recourse Guarantor; or

- (m) there shall occur a Change of Control;

then, the Administrative Agent may, and shall at the request of the Majority Lenders, by written notice to the Borrowers (i) terminate the Lenders' obligations to make further Accommodations under the Credit Facility; and (ii) (at the same time or at any time after such termination) declare the principal amount of all outstanding Advances, an amount equal to the Face Amount of each ~~Bankers' Acceptance, purchased Draft and~~ issued Documentary Credit and all interest and Fees accrued thereon and all other amounts payable under this Agreement in respect of the Credit Facility to be immediately due and payable, without presentment, demand, protest or further notice of any kind (except as required by Law), all of which are hereby expressly waived by the Borrowers; provided that, upon the occurrence of an Event of Default under clause (j) above, the Lender's obligations to make further Accommodations under the Credit Facility shall automatically terminate and all outstanding Advances, an amount equal to the Face Amount of each ~~Bankers' Acceptance, purchased Draft and~~ issued Documentary Credit and all interest and Fees accrued thereon and all other amounts payable under this Agreement in respect of the Credit Facility shall become immediately due and payable, with any presentment, demand, protest or notice of any kind from the Administrative Agent or any Lender.

Section 9.02 Remedies Upon Demand and Default

- (1) Upon a declaration that the Accommodations Outstanding under the Credit Facility are immediately due and payable pursuant to Section 9.01, the Administrative Agent shall at the request of, or may with the consent of, the Majority Lenders, commence such legal action or proceedings as it, in its sole discretion, may deem expedient, including the commencement of enforcement proceedings under the Security Documents or any other security granted by the Borrowers, Parent GP or any other Loan Party or a Limited Recourse Guarantor to the Administrative Agent or the Lenders, or both, all without any additional notice, presentation, demand, protest, notice of dishonour, entering into of possession of any of the Assets, or any other action or notice (except as required by Law), all of which Parent GP and the Loan Parties hereby expressly waive.
- (2) The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Credit Documents are cumulative and are in addition to and not in substitution for any other rights or remedies. Nothing contained herein or in the Security Documents or any other security hereafter held by the Administrative Agent on behalf of the Lenders, the Hedge Lenders and the Service Lenders, with respect to the indebtedness or liability of the Borrowers, Parent GP, any other Loan Party or a Limited Recourse Guarantor to the Administrative Agent and the Lenders, or any part thereof, nor any act or omission of the Administrative Agent or the Lenders with respect to the Security Documents, the Collateral or such

other security, shall in any way prejudice or affect the rights, remedies and powers of the Administrative Agent and the Lenders hereunder or under the Security Documents or such Collateral.

ARTICLE 10 YIELD PROTECTION

Section 10.01 Increased Costs.

(1) Increased Costs Generally. If any Change in Law shall:

- (a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;
- (b) subject any Lender to any Tax of any kind whatsoever with respect to this Agreement or any Accommodations made by it, or change the basis of taxation of payments to such Lender in respect thereof, except for (i) Indemnified Taxes covered by Section 10.02 and (ii) the imposition, or any change in the rate, of any Excluded Tax payable by such Lender; or
- (c) impose on any Lender or the London interbank market for the relevant currency any other condition, cost or expense affecting this Agreement or Accommodations made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Accommodation (or of maintaining its obligation to make any such Accommodation), or to increase the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount), then upon request of such Lender, the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

- (2) Capital Requirements.** If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitment of such Lender or the Accommodations made by such Lender, to a level below that which such Lender or its holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of its holding company with respect to capital adequacy), then upon demand, the Borrowers will pay to such Lender such additional amount or amounts as will reasonably compensate such Lender or its holding company for any such reduction suffered.

- (3) **Certificates for Reimbursement.** A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (1) or (2) of this Section (“**Additional Compensation**”), including a description of the event by reason of which it believes it is entitled to such compensation, and supplying reasonable supporting evidence (including, in the event of a Change in Law, a photocopy of the Law evidencing such change) and reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrowers shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof. In the event the Lender subsequently recovers all or part of the Additional Compensation paid by the Borrowers, it shall promptly repay an equal amount to the Borrowers. The obligation to pay such Additional Compensation for subsequent periods will continue until the earlier of termination of the Accommodation or the Commitment affected by the Change in Law, change in capital requirement or the lapse or cessation of the Change in Law giving rise to the initial Additional Compensation. A Lender shall make reasonable efforts to limit the incidence of any such Additional Compensation and seek recovery for the account of the Borrowers upon the Borrowers’ request at the Borrowers’ expense, provided such Lender in its reasonable determination suffers no appreciable economic, legal, regulatory or other disadvantage. Notwithstanding the foregoing provisions, a Lender shall only be entitled to rely upon the provisions of this Section 10.01 if and for so long as it is not treating the Borrowers in any materially different or in any less favourable manner than is applicable to any other customers of such Lender, where such other customers are bound by similar provisions to the foregoing provisions of this Section 10.01 and, in any event, in respect of a period not exceeding 90 days prior the delivery of notice in respect of any Change in Law, unless such Change in Law is retroactive or is retroactive in effect.
- (4) **Delay in Requests.** Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender’s right to demand such compensation, except that the Borrowers shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than 90 days prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender’s intention to claim compensation therefor, unless the Change in Law giving rise to such increased costs or reductions is retroactive, in which case the 90-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 10.02 Taxes

- (1) **Payments Subject to Taxes.** If any Loan Party, the Administrative Agent or any Lender is required by Law to deduct or pay any Indemnified Taxes in respect of any payment by or on account of any obligation of a Loan Party hereunder or under any other Credit Document, then (i) the sum payable shall be increased by that Loan Party when payable as necessary so that after making or allowing for all

required deductions and payments (including deductions and payments applicable to additional sums payable under this Section) the Administrative Agent or Lender, as the case may be, receives an amount equal (which for the purposes of this Agreement, shall be treated as additional interest) to the sum it would have received had no such deductions or payments been required, (ii) the Loan Party shall make any such deductions required to be made by it under Law and (iii) the Loan Party shall timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Law.

- (2) **Payment of other Taxes by the Borrowers.** Without limiting the provisions of Section 10.02(1), the Borrowers shall, to the extent that such Tax is payable by such Borrower, timely pay any stamp or documentary taxes or any other excise, intangible, mortgage, recording, or property taxes, charges or similar levies arising from any payment made hereunder or under any other Credit Document or from the execution, delivery, registration or enforcement of, or otherwise with respect to, this Agreement or any other Credit Document.
- (3) **Indemnification by the Borrowers.** The Borrowers shall indemnify the Administrative Agent and each Lender, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent or such Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto (except to the extent that such penalties, interest and expenses arise from gross negligence or wilful misconduct of the Administrative Agent or such Lender), whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrowers by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. In the event the Administrative Agent or a Lender subsequently recovers by obtaining a refund, credit or otherwise, all or part of the payment made under this Section paid by the Borrowers, it shall promptly repay an equal amount (including any interest paid by the Governmental Authority) to the Borrowers. The Administrative Agent and each Lender shall make reasonable efforts to limit the incidence of any payments under this Section and seek recovery for the account of the Borrowers upon the Borrowers' request at the Borrowers' expense, provided the Administrative Agent or such Lender, in its reasonable determination, suffers no appreciable economic, legal, regulatory or other disadvantage, and further provided that nothing in this Section shall require a Lender to disclose any Tax returns of such Lender or any other Tax information which such Lender deems to be confidential.
- (4) **Evidence of Payments.** As soon as practicable after any payment of Indemnified Taxes by a Loan Party to a Governmental Authority, the Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return

reporting such payment or other evidence of such payment satisfactory to the Administrative Agent, acting reasonably.

- (5) If a payment made to a Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrowers and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by any Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by any Borrower or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 10.02(5), "FATCA" shall include all amendments made to FATCA after the date of this Agreement.

Section 10.03 Mitigation Obligations: Replacement of Lenders

- (1) **Designation of a Different Lending Office.** If any Lender requests compensation under Section 10.01, or requires the Borrowers to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 10.02, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Accommodations hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender (with the prior consent of the Borrowers), such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 10.01 or Section 10.02, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.
- (2) **Replacement of Lenders.** If any Lender requests compensation under Section 10.01, if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 10.02, if any Lender's obligations are suspended pursuant to Section 10.04, or if any Lender defaults in its obligation to fund Accommodations hereunder, then the Borrowers may either, at their sole expense and effort, upon 10 days' notice to such Lender and the Administrative Agent: (i) repay all outstanding amounts due to such affected Lender (or such portion which has not been acquired pursuant to clause (ii) below) and thereupon such Commitment of the affected Lender shall be permanently cancelled and the Aggregate Commitment shall be permanently reduced by the same amount and the

Commitment of each of the other Lenders shall remain the same; or (ii) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Article 17), all of its interests, rights and obligations under this Agreement and the related Credit Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

- (a) the Borrowers pay the Administrative Agent the assignment fee specified in Section 17.01(2)(f);
- (b) the assigning Lender receives payment of an amount equal to the outstanding principal of its Accommodations Outstanding and participations in disbursements under Documentary Credits, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Credit Documents (including any breakage costs of the assigning Lender);
- (c) in the case of any such assignment resulting from a claim for compensation under Section 10.01 or payments required to be made pursuant to Section 10.02, such assignment will result in a reduction in such compensation or payments thereafter; and
- (d) such assignment does not conflict with Law.

No Lender shall be required to make any such assignment or delegation if, prior thereto, as a result of a waiver or consent by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

- (3) **Exemptions or Reductions of Withholding Tax.** Any Lender or the Administrative Agent that is entitled to an exemption from or reduction of withholding Tax under the law or treaty of the jurisdiction (or any political subdivision thereof) in which the Borrowers are located, with respect to the payment of any obligations shall, on the Borrowers' reasonable request, deliver to the Borrowers, at the time or times prescribed by applicable Law, such properly completed and executed documentation prescribed by applicable Law or reasonably requested by the Borrowers as will permit the payments of such obligations to be made without withholding or at a reduced rate.

Section 10.04 Illegality

If the terms of this Agreement, any obligation hereunder, or any agreement related thereto become unlawful in any jurisdiction, then, on notice thereof by a Lender to the Borrowers through the Administrative Agent, any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the Administrative Agent and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if conversion would avoid the activity that is unlawful,

convert any Accommodations, or take any necessary steps with respect to any Documentary Credit in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

ARTICLE 11 RIGHT OF SETOFF

Section 11.01 Right of Setoff.

If an Event of Default has occurred and is continuing, each of the Lenders and each of their respective Affiliates is hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of any Loan Party against any and all of the obligations of the Borrowers or any Guarantor now or hereafter existing under this Agreement or any other Credit Document to such Lender, irrespective of whether or not such Lender has made any demand under this Agreement or any other Credit Document and although such obligations of the Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each of the Lenders and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and bankers' lien) that the Lenders or their respective Affiliates may have. Each Lender agrees to promptly notify the Borrowers and the Administrative Agent after any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application. If any Affiliate of a Lender exercises any rights under this Section 11.01, it shall share the benefit received in accordance with Section 12.01 as if the benefit had been received by the Lender of which it is an Affiliate.

ARTICLE 12 SHARING OF PAYMENTS BY LENDERS

Section 12.01 Sharing of Payments by Lenders

- (1) If any Lender, by exercising any right of setoff or counterclaim or otherwise, obtains any payment or other reduction that might result in such Lender receiving payment or other reduction of a proportion of the aggregate amount of its Accommodations and accrued interest thereon or other obligations hereunder greater than its *pro rata* share thereof as provided herein, then the Lender receiving such payment or other reduction shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Accommodations Outstanding and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders rateably in accordance with the aggregate amount of principal of and accrued interest on their respective Accommodations Outstanding and other amounts owing them, provided that:

- (a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest;
 - (b) the provisions of this Section shall not be construed to apply to (x) any payment made by any Loan Party pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Accommodations or participations in disbursements under a Documentary Credit to any assignee or participant, other than to any Loan Party or any Affiliate of a Loan Party (as to which the provisions of this Section shall apply); and
 - (c) the provisions of this Section shall not be construed to apply to (w) any payment made while no Event of Default has occurred and is continuing in respect of obligations of the Borrowers to such Lender that do not arise under or in connection with the Credit Documents, (x) any payment made in respect of an obligation that is secured by a Permitted Encumbrance or that is otherwise entitled to priority over the Borrowers' obligations under or in connection with the Credit Documents, (y) any reduction arising from an amount owing to a Loan Party upon the termination of derivatives entered into between the Loan Party and such Lender, or (z) any payment to which such Lender is entitled as a result of any form of credit protection obtained by such Lender.
- (2) The Loan Parties consent to the foregoing and agree, to the extent they may effectively do so under Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim and similar rights of Lenders with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

ARTICLE 13 ADMINISTRATIVE AGENT'S CLAWBACK

Section 13.01 Administrative Agent's Clawback

- (1) **Funding by Lenders; Presumption by Administrative Agent.** Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any advance of funds that such Lender will not make available to the Administrative Agent such Lender's share of such advance, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with the provisions of this Agreement concerning funding by Lenders and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable advance available to the Administrative Agent, then the applicable Lender shall pay to the Administrative

Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Accommodation included in such advance. If the Lender does not do so forthwith, the Borrowers shall pay to the Administrative Agent if notified in writing by the Administrative Agent within 3 Business Days of the applicable Lender failing to make available its applicable share of such advance, such corresponding amount with interest thereon at the interest rate applicable to the advance in question. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that has failed to make such payment to the Administrative Agent.

- (2) **Payments by Borrowers; Presumptions by Administrative Agent.** Unless the Administrative Agent shall have received notice from the applicable Borrower prior to the date on which any payment is due to the Administrative Agent for the account of any Lender hereunder that the applicable Borrower will not make such payment, the Administrative Agent may assume that the applicable Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute the amount due to the Lenders. In such event, if the applicable Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation.

ARTICLE 14

AGENCY

Section 14.01 Appointment and Authority

Each of the Lenders hereby irrevocably appoints the Administrative Agent to act on its behalf as the Administrative Agent hereunder and under the other Credit Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and no Loan Party shall have rights as a third party beneficiary of any of such provisions.

Section 14.02 Rights as a Lender

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any Affiliate thereof as if such Person were not the Administrative Agent and without any duty to account to the Lenders.

Section 14.03 Exculpatory Provisions

- (1) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Credit Documents. Without limiting the generality of the foregoing, the Administrative Agent:
 - (a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;
 - (b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Administrative Agent is required to exercise as directed in writing by the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Credit Documents), but the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Credit Document or Law; and
 - (c) shall not, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of its Affiliates that is communicated to or obtained by the person serving as the Administrative Agent or any of its Affiliates in any capacity.
- (2) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Majority Lenders (or such other number or percentage of the Lenders as is necessary, or as the Administrative Agent believes in good faith is necessary, under the provisions of the Credit Documents) or (ii) in the absence of its own gross negligence or wilful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing the Default or Event of Default is given to the Administrative Agent by any Loan Party or a Lender.

- (3) Except as otherwise expressly specified in this Agreement, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Credit Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Credit Document or any other agreement, instrument or document or (v) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 14.04 Reliance by the Administrative Agent

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of an Accommodation that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Accommodation or the issuance of such Documentary Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 14.05 Indemnification of the Administrative Agent

Each Lender severally agrees to indemnify the Administrative Agent and hold it harmless (to the extent not reimbursed by the Borrowers) from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Credit Documents or the transactions therein contemplated. However, no Lender shall be liable for any portion of such losses, claims, damages, liabilities and related expenses resulting from the Administrative Agent's gross negligence or wilful misconduct.

Section 14.06 Delegation of Duties

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-Administrative Agents appointed by the Administrative Agent from among the Lenders (including the Person serving as Administrative Agent) and its respective Affiliates. The

Administrative Agent and any such sub-Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article and other provisions of this Agreement for the benefit of the Administrative Agent shall apply to any such sub-Administrative Agent and to the Related Parties of the Administrative Agent and any such sub-Administrative Agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Section 14.07 Replacement of Administrative Agent

- (1) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrowers. Upon receipt of any such notice of resignation, the Majority Lenders shall have the right, with (provided no Event of Default has occurred and is continuing) the prior consent of the Borrowers, to appoint a successor, which shall be a Lender having an office in Toronto, Ontario or an Affiliate of any Lender with an office in Toronto. The Administrative Agent may also be removed at any time by the Majority Lenders upon 30 days' notice to the Administrative Agent and the Borrowers as long as the Majority Lenders, with the prior consent of the Borrowers, appoint and obtain the acceptance of a successor within such 30 days, which shall be a Lender having an office in Toronto, or an Affiliate of any Lender with an office in Toronto.
- (2) If no such successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, with the prior consent of the Borrowers (such consent not to be unreasonably withheld or delayed), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications specified in Section 14.07(1), provided that if the Administrative Agent shall notify the Borrowers and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Credit Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Majority Lenders appoint a successor Administrative Agent as provided for above in the preceding paragraph.
- (3) Upon a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the former Administrative Agent, and the former Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged

therefrom as provided in the preceding paragraph). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the termination of the service of the former Administrative Agent, the provisions of this Article 14 and of Article 16 shall continue in effect for the benefit of such former Administrative Agent, its sub-Administrative Agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the former Administrative Agent was acting as Administrative Agent.

Section 14.08 Non-Reliance on Administrative Agent and Other Lenders

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Affiliates and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Affiliates and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder.

Section 14.09 Collective Action of the Lenders

Each of the Lenders hereby acknowledges that to the extent permitted by Law, any collateral security and the remedies provided under the Credit Documents to the Lenders are for the benefit of the Lenders (including the Hedge Lenders and the Service Lenders) collectively and acting together and not severally and further acknowledges that its rights hereunder and under any collateral security are to be exercised not severally, but by the Administrative Agent upon the decision of the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Credit Documents). Accordingly, notwithstanding any of the provisions contained herein or in any collateral security, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, any declaration of default hereunder or thereunder or exercise of remedies (including, without limitation the exercise of any right of set-off, rights on account of any banker's lien or similar claim or other rights of self-help or any right to credit bid debt) but that any such action shall be taken only by the Administrative Agent with the prior written agreement of the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Credit Documents). Each of the Lenders hereby further covenants and agrees that upon any such written agreement being given, it shall co-operate fully with the Administrative Agent to the extent requested by the Administrative Agent. Notwithstanding the foregoing, in the absence of instructions from the Lenders and where in the sole opinion of the Administrative Agent, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Administrative Agent may without notice to or consent of the Lenders take such action on behalf of the Lenders as it deems appropriate or desirable in the interest of the Lenders. The provisions of this Section 14.09 are for the sole benefit of the

Administrative agent and the Lenders and shall not afford any right to, or constitute a defence available to, any Loan Party.

ARTICLE 15

NOTICES: EFFECTIVENESS; ELECTRONIC COMMUNICATION

Section 15.01 Notices, etc.

- (1) **Notices Generally.** Except as provided in Section 15.01(2), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier to the addresses or telecopier numbers specified on the signature pages to this Agreement or, if to a Lender, to it at its address or telecopier number specified in the Register or, if to a Loan Party other than a Borrower, in care of a Borrower.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given on a Business Day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in Section 15.01(2), shall be effective as provided in said ~~paragraph~~ Section 15.01(2).

- (2) **Electronic Communications.** Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites, including Intralinks) pursuant to procedures approved by the Administrative Agent and, in the case of the use of any web platform (such as Intralinks) reasonably acceptable to the Borrowers, provided that the foregoing shall not apply to notices to any Lender if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrowers may, in their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed

receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

Each Loan Party hereby acknowledges and agrees that Lenders may only wish to receive, whether through the electronic communication or otherwise, ~~Public Information~~public information with respect to any Loan Party or any of its Subsidiaries and each Loan Party further agrees that it will identify and conspicuously mark any information, data or materials delivered to the Administrative Agent, whether pursuant to the terms of any Credit Document or otherwise, that consists solely of ~~Public Information~~public information as "PUBLIC".

- (3) **Change of Address, Etc.** Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

ARTICLE 16 EXPENSES; INDEMNITY; DAMAGE WAIVER

Section 16.01 Expenses; Indemnity; Damage Waiver

- (1) **Costs and Expenses.** Each Loan Party shall pay (i) all reasonable out-of-pocket expenses incurred by the Lead Arranger, the Swing Line Lender or the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of one set of counsel per applicable jurisdiction for the Administrative Agent, in connection with the syndication of the credit facilities (including, but not limited to, expenses related to Intralinks and ClearPar) provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the reasonable fees, charges and disbursements of counsel, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Credit Documents, including its rights under this Section, or in connection with the Accommodations issued hereunder, including all such reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Accommodations.
- (2) **Indemnification by the Loan Parties.** Each Loan Party shall indemnify, jointly and severally, each of the Administrative Agent, the Swing Line Lender, the Lead Arranger, each Lender, and each Affiliate, director, officer, employee, agent and advisor of any of the foregoing Persons (each such Person being called an "**Indemnatee**") against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable costs and fees of any counsel for any Indemnatee, incurred by any Indemnatee or

asserted against any Indemnitee by any third party or by any Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Credit Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, (ii) any Accommodation or the use or proposed use of the proceeds therefrom (including any refusal by the Swing Line Lender to honour a demand for payment under a Documentary Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Documentary Credit), (iii) any actual or alleged presence or Release of Hazardous Substances on or from any property owned or operated by any Loan Party, or any Environmental Liabilities related in any way to any Loan Party, (iv) any breach of the representations and warranties in Section 7.01(22) or the covenants in Section 8.01(12) or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by a Loan Party and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee or any Related Party thereof.

- (3) **Reimbursement by Lenders.** To the extent that the Borrowers for any reason fail to indefeasibly pay any amount required under paragraph (1) or (2) of this Section to be paid by it to the Administrative Agent (or any sub-Administrative Agent thereof), the Swing Line Lender or any Affiliate of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-Administrative Agent), the Swing Line Lender or such Affiliate, such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-Administrative Agent) in its capacity as such, or against any Affiliate of any of the foregoing acting for the Administrative Agent (or any such sub-Administrative Agent) in connection with such capacity.
- (4) **Waiver of Consequential Damages, Etc.** To the fullest extent permitted by Law, no party hereto shall assert, and each party hereto hereby waives, any claim against any other party hereto or any Indemnitee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Accommodation or the use of the proceeds thereof. No party hereto or any Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission

systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby.

- (5) **Payments.** All amounts due under this Section shall be payable promptly after demand therefor. A certificate of the Administrative Agent, the Swing Line Lender or any Affiliate setting forth the amount or amounts owing to the Administrative Agent, the Swing Line Lender, Lender or a sub-Administrative Agent or any other Indemnitee, as the case may be, as specified in this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrowers shall be conclusive absent manifest error.

ARTICLE 17 SUCCESSORS AND ASSIGNS

Section 17.01 Successors and Assigns

- (1) **Successors and Assigns Generally.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lenders, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of paragraph (2) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (5) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (7) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (5) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.
- (2) **Assignments by Lenders.** Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Accommodations Outstanding at the time owing to it); provided that:
- (a) except if an Event of Default has occurred and is continuing or in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Accommodations Outstanding at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment being assigned (which for this purpose includes Accommodations Outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Accommodations Outstanding of the assigning Lender

subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if the "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than Cdn. \$5,000,000 (or the Equivalent U.S. \$ Amount), unless the Administrative Agent and the Borrowers otherwise consent to a lower amount (such consent not to be unreasonably withheld or delayed);

- (b) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Accommodations Outstanding or the Commitment assigned;
- (c) any assignment must be approved by the Swing Line Lender (such approval not to be unreasonably withheld or delayed) unless the Person that is the proposed assignee is itself already a Lender;
- (d) any assignment must be approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed);
- (e) any assignment must be approved by the Borrowers (such approval not to be unreasonably withheld or delayed) unless (i) the proposed assignee is itself already a Lender, an Affiliate of a Lender, or an Approved Fund or
(ii) an Event of Default shall have occurred and be continuing; and
- (f) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of Cdn. \$3,500 (other than in the case of multiple contemporaneous assignments by a Lender to an Affiliate of a Lender, or Approved Funds, in which case only one such fee shall be payable), which fee shall not be for the account of the Loan Parties, and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (3) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement with respect to the interest assigned and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement and the other Credit Documents, including any collateral security, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Article 10 and Article 16, and shall continue to be liable for any breach of this Agreement by such Lender, with respect to facts and circumstances occurring prior to the

effective date of such assignment. Any payment by an assignee to an assigning Lender in connection with an assignment or transfer shall not be or be deemed to be a repayment by the Borrowers or a new Accommodation to the Borrowers.

- (3) **Register.** The Administrative Agent shall maintain at one of its offices in Toronto, Ontario a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Accommodations Outstanding owing to, each Lender pursuant to the terms hereof from time to time (the “**Register**”). The Administrative Agent shall promptly enter such information in the Register upon receipt of each Assignment and Assumption delivered to it in compliance with paragraph (2) above, which entries shall be conclusive, absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.
- (4) **Limitations upon Assignee Rights.** Except in the case of an assignment made during the continuance of an Event of Default, no assignee shall be entitled to receive any greater payment under Section 10.01 and Section 10.02 than the applicable Lender would have been entitled to receive with respect to the Commitments and Accommodations assigned to such assignee, unless such assignment is made with the Borrowers’ prior written consent.
- (5) **Participations.** Any Lender may at any time, without the consent of, or notice to the Borrowers or the Administrative Agent, sell participations to any Person (other than a natural person, a Loan Party or any Affiliate of a Loan Party) (each, a “**Participant**”) in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Accommodations Outstanding owing to it); provided that (i) such Lender’s obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Credit Documents and to approve any amendment, modification or waiver of any provision of this Agreement or the other Credit Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clause (2) or (3) of Section 18.01 that directly affects such Participant. Any payment by a Participant to a Lender in connection with a sale of a participation shall not be or be deemed to be a repayment by the Borrowers or a new Accommodation to the Borrowers.

Subject to paragraph (6) of this Section, and to the extent permitted by Law, each Participant shall be entitled to the benefits of Article 10 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (2) of this Section, provided such Participant agrees to be subject to Article 12 as though it were a Lender.

- (6) **Limitations upon Participant Rights.** A Participant shall not be entitled to receive any greater payment under Section 10.01 and Section 10.02, than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with each Borrower's prior written consent.
- (7) **Certain Pledges.** Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, but no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

ARTICLE 18 AMENDMENTS AND WAIVERS

Section 18.01 Amendments and Waivers

- (1) Subject to paragraphs (2), (3), (4) and (5), no acceptance, amendment or waiver of any provision of any of the Credit Documents, nor consent to any departure by a Borrower or any other Person from such provisions, shall be effective unless in writing and approved by the Majority Lenders. Any acceptance, amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.
- (2) Only written acceptances, amendments, waivers or consents signed by all affected Lenders shall (i) increase a Lender's Commitment or extend the expiry date of a Lender's Commitment; (ii) subject any Lender to any additional obligation; (iii) reduce the principal or amount of, or interest on, directly or indirectly, any Accommodation Outstanding or any Fees; or (iv) postpone any date fixed for any payment of principal of, or interest on, any Accommodation Outstanding or any Fees.
- (3) Only written acceptances, amendments, waivers or consents signed by all Lenders shall (i) change the percentage of the Aggregate Commitment or the number or percentage of Lenders required for the Lenders, or any of them, or the Administrative Agent to take any action; (ii) permit any termination of all or any substantial part of the guarantees required hereunder or the Security Documents or release all or any substantial part of the guarantees or the Collateral subject to the Security Documents unless in the case of (a) a Guarantor, all or substantially all of the Equity Securities of such Guarantor are sold or otherwise disposed of in a transaction permitted by this Agreement or (b) the Collateral is sold or

transferred as permitted by this Agreement; (iii) change the definition of Majority Lenders, or (iv) amend Section 18.01(2) or (3).

- (4) Only written acceptances, amendments, waivers or consents signed by the Administrative Agent, in addition to the Majority Lenders, shall affect the rights or duties of the Administrative Agent under the Credit Documents.
- (5) Only written acceptances, amendments, waivers or consents signed by the Swing Line Lender, in addition to the Majority Lenders, shall affect the rights or duties of such Lender in its capacity as Swing Line Lender under the Credit Documents.
- (6) In the event that any Lender (a “**Non-Consenting Lender**”) fails to consent to any proposed amendment, modification, termination, waiver or consent with respect to any provision hereof or of any other Credit Document that requires the unanimous approval of all of the Lenders or the approval of all of the Lenders directly affected thereby, in each case in accordance with the terms of this Section, the Borrowers shall be permitted to replace such Non-Consenting Lender with a replacement financial institution satisfactory to the Administrative Agent and the Swing Line Lender, so long as the consent of the Majority Lenders shall have been obtained with respect to such amendment, modification, termination, waiver or consent; provided that (i) such replacement does not conflict with any Law, (ii) the replacement financial institution shall purchase, at par, all Accommodations and other amounts owing to the Non-Consenting Lender pursuant to the Credit Documents on or prior to the date of replacement, (iii) the replacement financial institution shall approve the proposed amendment, modification, termination, waiver or consent, (iv) the Non-Consenting Lender shall be obligated to make such replacement in accordance with the provisions of Section 17.01 (provided that the Borrowers shall be obligated to pay the registration and processing fee referred to in Section 17.01(2)(f)), (v) until such time as such replacement shall be consummated, the Borrowers shall pay to the Non-Consenting Lender all additional amounts (if any) required pursuant to Article 10, (vi) the Borrowers shall provide at least three (3) Business Days’ prior notice to the Non-Consenting Lender, and (vii) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the Non-Consenting Lender. In the event any Non-Consenting Lender fails to execute the agreements required under Section 17.01 in connection with an assignment pursuant to this Section, the Borrowers may, upon two (2) Business Days’ prior notice to the Non-Consenting Lender, execute such agreements on behalf of the Non-Consenting Lender, and each such Lender hereby grants to the Borrowers (and to any of them) an irrevocable power of attorney (which shall be coupled with an interest) for such purpose.

- (7) Notwithstanding anything to the contrary in this Section 18.01, if at any time on or before the date that is thirty (30) days following the Effective Date, the Administrative Agent and the Borrowers shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of the Credit Documents, then the Administrative Agent and the Loan Parties shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Credit Document if the same is not objected to in writing by the Majority Lenders within five (5) Business Days following receipt of notice thereof.

Section 18.02 Judgment Currency.

- (1) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due to a Lender in any currency (the “**Original Currency**”) into another currency (the “**Other Currency**”), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, such Lender could purchase the Original Currency with the Other Currency on the Business Day preceding the day on which final judgment is given or, if permitted by Law, on the day on which the judgment is paid or satisfied.
- (2) The obligations of the Borrowers in respect of any sum due in the Original Currency from it to any Lender under any of the Credit Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Lender of any sum adjudged to be so due in the Other Currency, the Lender may, in accordance with normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lender in the Original Currency, the Borrowers agree, as a separate obligation and notwithstanding the judgment, to indemnify the Lender against any loss, and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lender in the Original Currency, the Lender shall remit such excess to the Borrowers.

Section 18.03 Releases.

- (1) Upon the Disposition of any item of Collateral of any Loan Party in accordance with the terms of the Credit Documents to any Person, other than another Loan Party, the Administrative Agent will, at the applicable Loan Party’s request and expense, promptly execute and deliver to such Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the Security in accordance with the terms of the Credit Documents, and, in the case of any Disposition or any transfer involving the sale of any Guarantor (to the extent permitted by the Credit Documents), a release of such Loan Party from its obligations under the Guarantee and any other Credit Documents to which it is a party.

- (2) Upon the Disposition of any item of Collateral that Parent GP is permitted to Dispose pursuant to paragraph (i) of the definition of “Permitted Dispositions”, the Administrative Agent will, at Parent GP’s request and expense, promptly execute and deliver to Parent GP such documents as Parent GP may reasonably request to evidence the release of such item of Collateral from the Security in accordance with the terms of the Credit Documents.
- (3) Upon the grant of any Permitted Encumbrance permitted by paragraph (v) of the definition of “Permitted Encumbrances”, the Administrative Agent will, at Parent GP’s request and expense, promptly execute and deliver to Parent GP such documents as Parent GP may reasonably request to evidence the release of the Assets so encumbered from the Security or a subordination of the Security over such Assets in accordance with the terms of the Credit Documents if such release or subordination is a requirement of the Person granted such Permitted Encumbrance.
- (4) Upon the transfer by any Loan Party of any Real Estate Development Assets to a Real Estate Development SPV permitted by paragraph (j) of the definition of “Permitted Dispositions”, the Administrative Agent will, at the applicable Loan Party’s request and expense, promptly execute and deliver to such Loan Party such documents as such Loan Party may reasonably request to evidence the release of such Real Estate Development Assets from the Security.

ARTICLE 19

GOVERNING LAW; JURISDICTION; ETC.

Section 19.01 Governing Law; Jurisdiction; Etc.

- (1) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in that Province.
- (2) **Submission to Jurisdiction.** Each Loan Party irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province of British Columbia, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Credit Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing contained in this Agreement or in any other Credit Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document against any Loan Party or its properties in the courts of any jurisdiction.

- (3) **Waiver of Venue.** Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in paragraph (2) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

ARTICLE 20 WAIVER OF JURY TRIAL

Section 20.01 Waiver of Jury Trial

Each party hereto hereby irrevocably waives, to the fullest extent permitted by Law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any other Credit Document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, administrative agent or attorney of any other person has represented, expressly or otherwise, that such other Person would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Credit Documents by, among other things, the mutual waivers and certifications in this Section.

ARTICLE 21 COUNTERPARTS; INTEGRATION; EFFECTIVENESS; ELECTRONIC EXECUTION

Section 21.01 Counterparts; Integration; Effectiveness; Electronic Execution

- (1) **Counterparts; Integration; Effectiveness.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it has been executed by the Administrative Agent and when the Administrative Agent has received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by sending a scanned copy by electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.
- (2) **Electronic Execution of Assignments.** The words “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Transactions Act* (British Columbia) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the

Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be.

ARTICLE 22

TREATMENT OF CERTAIN INFORMATION: CONFIDENTIALITY

Section 22.01 Treatment of Certain Information: Confidentiality

- (1) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to it, its Affiliates and its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives to the extent necessary to administer or enforce this Agreement and the other Credit Documents (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required by any regulatory authority having jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Laws or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Credit Document or any action or proceeding relating to this Agreement or any other Credit Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (A) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (B) any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to the Borrowers and their respective obligations, (g) with the prior written consent of the Borrowers, (h) to the extent such Information (A) becomes publicly available other than as a result of a breach of this Section by such Person or its Affiliates or actually known to such Person or its Affiliates or (B) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than a Loan Party or Limited Recourse Guarantor. If the Administrative Agent or any Lender is requested or required to disclose any Information (other than by any bank examiner) pursuant to or as required by Laws or by a subpoena or similar legal process, the Administrative Agent or such Lender, as applicable, shall use its reasonable commercial efforts (to the extent permitted by Law) to provide the Borrowers with notice of such requests or obligation in sufficient time so that the Borrowers may seek an appropriate protective order or waive the Administrative Agent's, or such Lender's, as applicable, compliance with the provisions of this Section, and the Administrative Agent and such Lender, as applicable, shall, to the extent reasonable, co-operate with the Borrowers in the Borrowers obtaining any such protective order.
- (2) For purposes of this Section, "**Information**" means all information received from any Loan Party or Limited Recourse Guarantor relating to any Loan Party, Limited Recourse Guarantor or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative

Agent or any Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information in accordance with its internal policies. In addition, the Administrative Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers.

- (3) In addition, and notwithstanding anything herein to the contrary, the Administrative Agent may provide to Loan Pricing Corporation and/or other recognized trade publishers information concerning the Borrowers and the Credit Facility established herein of the nature customarily provided to Loan Pricing Corporation and/or other recognized trade publishers of such information for general circulation in the loan market.
- (4) Each Lender that is subject to the requirements of the *USA Patriot Act* (referred to in the definition of Anti-Terrorism Laws) hereby notifies the Borrowers that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the Act.

ARTICLE 23 GUARANTEE

Section 23.01 Guarantee.

To induce the Administrative Agent and the Lenders to execute and deliver this Agreement and to make or maintain the Accommodations, and in consideration thereof, each Guarantor hereby, jointly and severally, and irrevocably and unconditionally, guarantees to the Administrative Agent and the Lenders, the Service Lenders and the Hedge Lenders (the Administrative Agent, the Lenders, the Service Lenders and the Hedge Lenders are collectively, the “**Guaranteed Parties**” and each a “**Guaranteed Party**”), due and punctual payment and performance to the Guaranteed Parties upon written demand made in accordance with the terms of this Agreement of all debts, liabilities and obligations of or owing by each Borrower to any Guaranteed Party at any time and from time to time, present and future, direct and indirect, absolute and contingent, matured or not, arising from this Agreement or any other Credit Document, and all amendments, restatements, replacements, renewals, extensions, or supplements and continuations thereof, and whether each Borrower is bound alone or with another or others, and whether as principal or

surety, and including without limitation, all liabilities of each Borrower arising as a consequence of its failure to pay or fulfil any of such debts, liabilities and obligations (collectively, the “**Guaranteed Obligations**”).

Section 23.02 Indemnity.

In addition to the guarantee specified in Section 23.01, each Guarantor agrees to, jointly and severally, indemnify and save each Guaranteed Party harmless from and against all costs, losses, expenses and damages it may suffer as a result or consequence of either Borrower’s default in the performance of any of the Guaranteed Obligations, any of the Guaranteed Obligations being or becoming void, voidable or unenforceable or ineffective against either Borrower, or any inability by any Guaranteed Party to recover the ultimate balance due or remaining unpaid to such Guaranteed Party in respect of the Guaranteed Obligations, including without limitation, legal fees incurred by or on behalf of any Guaranteed Party resulting from any action instituted on the basis of this Guarantee.

Section 23.03 Payment and Performance.

- (1) Subject to Section 23.04 if any Borrower fails or refuses to punctually make any payment or perform its Guaranteed Obligations, each Guarantor shall unconditionally render any such payment or performance upon demand in accordance with the terms of this Guarantee.
- (2) Nothing but payment and satisfaction in full of the Guaranteed Obligations shall release any Guarantor from its obligations under this Guarantee, except where expressly contemplated by this Agreement in connection with a disposition or transfer of such Guarantor in a transaction permitted by this Agreement.

Section 23.04 Continuing Obligation.

The only condition necessary as a condition of each Guarantor honouring its obligations under this Guarantee shall be a written demand by the Administrative Agent following the occurrence of an Event of Default which is continuing. This Guarantee shall be a continuing guarantee, shall cover all the Guaranteed Obligations, and shall apply to and secure any ultimate balance due or remaining unpaid to any Guaranteed Party. This Guarantee shall continue to be binding regardless of:

- (a) whether any other Person or Persons (an “**Additional Guarantor**”) shall become in any other way responsible to any Guaranteed Party for or in respect of all or any part of the Guaranteed Obligations;
- (b) whether any such Additional Guarantor shall cease to be so liable;
- (c) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest securing the Guaranteed Obligations, or the validity or enforceability of any of the Guaranteed Obligations; or

- (d) whether any payment of any of the Guaranteed Obligations has been made and where such payment is rescinded or must otherwise be returned upon the occurrence of any action or event, including the insolvency or bankruptcy of any Loan Party or otherwise, all as though such payment had not been made.

Section 23.05 Guarantee Unaffected.

This Guarantee shall not be determined or affected, or the Guaranteed Parties' rights under this Guarantee prejudiced by, the termination of any Guaranteed Obligations by operation of Law or otherwise, including without limitation, the bankruptcy, insolvency, dissolution or liquidation of any Loan Party, any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of any Loan Party, with respect to transactions occurring either before or after such change. This Guarantee is to extend to the liabilities of the Person or Persons for the time being and from time to time carrying on the business now carried on by any Loan Party, notwithstanding any reorganization of any Loan Party or the amalgamation of any Loan Party with one or more other corporations (in this case, this Guarantee shall extend to the liabilities of the resulting corporation and the term "**Guarantor**" shall include such resulting corporation) or any sale or disposal of any Loan Party's business in whole or in part to one or more other Persons and all of such liabilities shall be included in the Guaranteed Obligations. Each Guarantor agrees that the manner in which the Guaranteed Parties may now or subsequently deal with any other Loan Party or any security (or any collateral subject to the security) or other guarantee in respect of the Guaranteed Obligations shall have no effect on any Guarantor's continuing liability under this Guarantee and such Guarantor irrevocably waives any rights it may have in respect of any of the above.

Section 23.06 Waivers.

Each Guarantor waives each of the following, to the fullest extent permitted by Law:

- (1) any defence based upon:
 - (a) the unenforceability or invalidity of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of any Guaranteed Party to take proper care or act in a commercially reasonable manner in respect of any security for the Guaranteed Obligations or any collateral subject to the security, including in respect of any disposition of the Collateral or any set-off of any Loan Party's bank deposits against the Guaranteed Obligations;
 - (b) any act or omission of a Loan Party or any other Person, including the Guaranteed Parties, that directly or indirectly results in the discharge or release of a Loan Party or any other Person or any of the Guaranteed Obligations or any security for the Guaranteed Obligations; or

- (c) any Guaranteed Party's present or future method of dealing with any Loan Party, any Additional Guarantor or any security (or any collateral subject to the security) or other guarantee for the Guaranteed Obligations;
- (2) any right (whether now or hereafter existing) to require any Guaranteed Party, as a condition to the enforcement of this Guarantee including, without limitation, any indemnity provided for herein:
 - (a) to accelerate any of the Guaranteed Obligations or proceed and exhaust any recourse against a Loan Party or any other Person;
 - (b) to realize on any security that it holds;
 - (c) to marshal the assets of such Guarantor or any other Loan Party; or
 - (d) to pursue any other remedy that such Guarantor may not be able to pursue itself and that might limit or reduce such Guarantor's burden;
- (3) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;
- (4) any rights of subrogation or indemnification which it may have until the obligations of the Loan Parties under the Credit Documents and the Eligible Hedging Agreements have been paid in full.
- (5) all suretyship defences and rights of every nature otherwise available under Ontario Law and the Laws of any other jurisdiction; and
- (6) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of such Guarantor under this Guarantee.

Section 23.07 Guaranteed Parties' Right to Act.

Each Guaranteed Party has the right to deal with any Guarantor, the documents creating or evidencing the Guaranteed Obligations and the security (or any collateral subject to the security) now or subsequently held by any Guaranteed Party (including without limitation, all modifications, extensions, replacements, amendments, renewals, restatements, and supplements to such documents or security) as such Guaranteed Party may see fit, without notice to any Guarantor and without in any way affecting, relieving, limiting or lessening such Guarantor's liability under this Guarantee. Without limitation, each Guaranteed Party may:

- (1) grant time, renewals, extensions, indulgences, releases and discharges to any Guarantor;
- (2) take new or additional security (including without limitation, other guarantees) from any Guarantor;
- (3) discharge or partially discharge any or all existing security;

- (4) elect not to take security from any Guarantor or not to perfect security;
- (5) cease or refrain from, or continuing to, giving credit or making loans or advances to any Guarantor;
- (6) accept partial payment or performance from any Guarantor or otherwise waive compliance by any Guarantor with the terms of any of the documents or security;
- (7) assign any such document or security to any Person or Persons;
- (8) deal or dispose in any manner (whether commercially reasonably or not) with any security (or any collateral subject to the security) or other guarantee for the Guaranteed Obligations; or
- (9) apply all dividends, compositions and moneys at any time received from any Guarantor or others or from the security upon such part of the Guaranteed Obligations as each Guaranteed Party deems appropriate.

Section 23.08 Assignment and Postponement.

All indebtedness and liability, present and future, of each Loan Party to each Guarantor are hereby assigned to the Administrative Agent on behalf and for the benefit of the Guaranteed Parties and postponed to the Guaranteed Obligations, and, following the occurrence of an Event of Default that is continuing, all monies received by any Guarantor in respect thereof shall be received in trust for the Guaranteed Parties and forthwith upon receipt thereof shall be paid over to the Administrative Agent on behalf and for the rateable benefit of the Guaranteed Parties; provided that, for the avoidance of doubt, absent the continuance of an Event of Default, this Section 23.08 shall not prohibit or restrict payments and repayments by or to any Guarantor to the extent otherwise permitted by this Agreement.

Section 23.09 Action or Inaction.

Except as otherwise provided at Law, no action or omission on the part of any Guaranteed Party in exercising or failing to exercise its rights under this Article 23 or in connection with or arising from all or part of the Guaranteed Obligations shall make any Guaranteed Party liable to any Guarantor for any loss occasioned to such Guarantor. No loss of or in respect of any security received by any Guaranteed Party from any other Loan Party or others, whether occasioned by any Guaranteed Party's fault or otherwise, shall in any way affect, relieve, limit or lessen any Guarantor's liability under this Guarantee.

Section 23.10 Guaranteed Parties' Rights.

The rights and remedies provided in this Section are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by Law.

Section 23.11 Demand.

The Administrative Agent may make demand in writing to any Guarantor at any time and from time to time after the occurrence of and during the continuance of an Event of Default, each such written demand to be accepted by such Guarantor as complete and satisfactory evidence of the amount of the Guaranteed Obligations to be paid by such Guarantor absent manifest error. Each Guarantor shall pay to the Administrative Agent such amount or amounts payable under this Guarantee promptly upon such written demand.

Section 23.12 No Representations.

Each Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to such Guarantor affecting such Guarantor's liability under this Guarantee except as may be specifically embodied in this Guarantee and agrees that this Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may subsequently be held by or for the benefit of any Guaranteed Party.

ARTICLE 24 QUALIFIED FINANCIAL CONTRACT MATTERS

Section 24.01 Acknowledgement Regarding Any Supported QFCs

To the extent that the Credit Documents provide support, through a guarantee or otherwise, for any ~~Hedge~~**Hedging** Obligation or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**", and each such QFC, a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

- (a) In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States.
- (b) In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime,

Default Rights under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States.

- (c) “**BHC Act Affiliate**” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“**Covered Entity**” means any of the following: (i) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R.

§ 252.82(b); (ii) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**QFC**” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

ARTICLE 25 ERRONEOUS PAYMENTS

Section 25.01 Erroneous Payments

- (1) Each Lender hereby agrees that (i) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Lender (whether or not known to such Lender) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, an “**Erroneous Payment**”) and demands the return of such Erroneous Payment (or a portion thereof), such Lender shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect and (ii) to the extent permitted by

applicable law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine. A notice of the Administrative Agent to any Lender under this Article 25 shall be conclusive, absent manifest error.

- (2) Without limiting immediately preceding Article 25, each Lender hereby further agrees that if it receives an Erroneous Payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Erroneous Payment (an “**Erroneous Payment Notice**”), (y) that was not preceded or accompanied by an Erroneous Payment Notice, or (z) that such Lender otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), in each case, an error has been made (and that it is deemed to have knowledge of such error at the time of receipt of such Erroneous Payment) with respect to such Erroneous Payment, and to the extent permitted by applicable law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine. Each Lender agrees that, in each such case, it shall promptly (and, in all events, within one (1) Business Day of its knowledge (or deemed knowledge) of such error) notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in all events no later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.
- (3) Each Borrower and each other Loan Party hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Lender that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Accommodations Outstanding owed by a Borrower or any other Loan Party.

- (4) Each party's obligations under this Article 25 shall survive the resignation or replacement of the Administrative Agent, the termination of the Commitments or the repayment, satisfaction or discharge of all Accommodations Outstanding (or any portion thereof) under any Credit Document.

[Remainder of page left intentionally blank.]

~~53661530.1~~[53661530.7](#)

4545 Blackcomb Way,
Whistler, BC V0N 1B4
Attention:
Facsimile:

**WHISTLER MOUNTAIN RESORT LIMITED
PARTNERSHIP**, by its general partner, **WHISTLER
BLACKCOMB HOLDINGS INC.**, as Borrower

By: _____
Name:
Title:

4545 Blackcomb Way,
Whistler, BC V0N 1B4
Attention:
Facsimile:

**BLACKCOMB SKIING ENTERPRISES LIMITED
PARTNERSHIP**, by its general partner, **WHISTLER
BLACKCOMB HOLDINGS INC.**, as Borrower

By: _____
Name:
Title:

For Borrowing ~~Notices, Drawing~~ Notices, Rollover/Conversion
Notices, Issue Notices and Repayment Notices:

The Toronto-Dominion Bank, as Agent
TD North Tower 77 King Street West,
26th Floor Toronto, Ontario M5K 1A2

Attention: Vice President, Loan Syndication Agency

~~Facsimile: 416-982-5535~~

Email: TDSAgencyAdmin@tdsecurities.com

For all other notices:

The Toronto-Dominion Bank, as Agent
TD Bank Tower
66 Wellington Street West, 9th Floor
Toronto, ON M5K 1A2

Attention: Vice President, Loan Syndication Agency

Email: Feroz.Haq@tdsecurities.com

THE TORONTO-DOMINION BANK, as
Administrative Agent

By:

Name:
Title:

By:

Name:
Title:

THE TORONTO-DOMINION BANK, as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

BANK OF AMERICA, N.A., CANADA BRANCH, as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

BANK OF MONTREAL, as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

WELLS FARGO BANK, N.A., CANADIAN BRANCH, as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

ROYAL BANK OF CANADA, as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as
Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

**FÉDÉRATION DES CAISSES DESJARDINS DU
QUÉBEC**, as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

~~HSBC BANK CANADA~~, as Lender

By:

Name:

Title:

By:

Name:

Title:

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, by its general partner, **WHISTLER BLACKCOMB HOLDINGS INC.**, as Guarantor

By: _____
Name:
Title:

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP, by its general partner, **WHISTLER BLACKCOMB HOLDINGS INC.**, as Guarantor

By: _____
Name:
Title:

WHISTLER BLACKCOMB HOLDINGS INC., as Guarantor

By: _____
Name:
Title:

WHISTLER & BLACKCOMB MOUNTAIN RESORTS LIMITED, as Guarantor

By: _____
Name:
Title:

PEAK TO CREEK LODGING COMPANY LTD., as Guarantor

By: _____
Name:
Title:

BLACKCOMB MOUNTAIN DEVELOPMENT LTD., as
Guarantor

By: _____
Name:
Title:

GARIBALDI LIFTS LTD., as Guarantor

By: _____
Name:
Title:

WHISTLER BLACKCOMB EMPLOYMENT CORP.,
as Guarantor

By: _____
Name:
Title:

**WHISTLER/BLACKCOMB MOUNTAIN EMPLOYEE
HOUSING LTD.,** as Guarantor

By: _____
Name:
Title:

WHISTLER SKI SCHOOL LTD., as Guarantor

By: _____
Name:
Title:

WHISTLER HELI-SKIING LTD., as Guarantor

By: _____
Name:
Title:

PEAK TO CREEK HOLDINGS CORP., as Guarantor

By: _____
Name:
Title:

WB LAND INC., as Guarantor

By: _____
Name:
Title:

WHISTLER BLACKCOMB GENERAL PARTNER LTD., as Guarantor

By: _____
Name:
Title:

WB/T DEVELOPMENT LTD., as Guarantor

By: _____
Name:
Title:

BLACKCOMB SKIING ENTERPRISES LTD., as
Guarantor

By: _____
Name:
Title:

AFFINITY SNOWSPORTS INC., as Guarantor

By: _____
Name:
Title:

WHISTLER ALPINE CLUB INC., as Guarantor

By: _____
Name:
Title:

WB LAND (CREEKSIDE SNOW SCHOOL) INC., as
Guarantor

By: _____
Name:
Title:

1016563 B.C. LTD., as Guarantor

By: _____
Name:
Title:

SUMMIT SKI LIMITED, as Guarantor

By:

Name:

Title:

~~53661530.1~~[53661530.7](#)

SUBSIDIARIES ¹
OF
VAIL RESORTS, INC.

NAME	STATE OF INCORPORATION/ FORMATION	DOING BUSINESS AS
1016563 B.C. Ltd.	British Columbia	
1089881 B.C. Ltd.	British Columbia	
17402 HIDDEN VALLEY, LLC	Missouri	
2006 CIMARRON, LLC	Colorado	
AFFINITY SNOWSPORTS INC.	British Columbia	
ALL MEDIA ASSOCIATES, INC.	California	
ALL MEDIA HOLDINGS, INC.	Colorado	
ANDERMATT SEDRUN DISENTIS MARKETING AG	Switzerland	
ANDERMATT SEDRUN SPORT A.G.	Switzerland	
AQUIA PTY LTD	Australia	
ARRABELLE AT VAIL SQUARE, LLC	Colorado	
AUSTRALIAN ALPINE ENTERPRISES HOLDINGS PTY LTD	Australia	
AUSTRALIAN ALPINE ENTERPRISES PTY LTD	Australia	
AUSTRALIAN ALPINE RESERVATION CENTRES PTY LTD	Australia	
BBJFLQ, INC.	Pennsylvania	
BCRP, INC.	Delaware	
BEAVER CREEK ASSOCIATES, INC.	Colorado	BEANO AT BEAVER CREEK BEAR TRAP AT BEAVER CREEK, INC. BUCKBOARD AT BEAVER CREEK, INC. DALLY AT BEAVER CREEK, INC. FLATTOPS AT BEAVER CREEK, INC. GOLD DUST AT BEAVER CREEK, INC. GOSHAWK AT BEAVER CREEK, INC. GOSHAWK GLADE AT BEAVER CREEK, INC. GRAND TRAVERSE AT BEAVER CREEK, INC. HAY MEADOW AT BEAVER CREEK LATIGO AT BEAVER CREEK MCCOY PARK AT BEAVER CREEK PINEY AT BEAVER CREEK, INC. RED BUFFALO AT BEAVER CREEK, INC. RED TAIL AT BEAVER CREEK SALT LICK AT BEAVER CREEK, INC. SHEEPHORN AT BEAVER CREEK, INC. SPRUCE SADDLE RESTAURANT STEP ONE, INC. STONE CREEK SWITCHBACK AT BEAVER CREEK, INC. STRAWBERRY PARK AT BEAVER CREEK STUMP PARK AT BEAVER CREEK, INC.

BEAVER CREEK FOOD SERVICES, INC.	Colorado	BACHELOR GULCH CLUB BEANO'S CABIN BEAVER CREPES AND COOKIES CANDY CABIN GUNDER'S TALONS WHITE CARPET CLUB
BLACK DIAMOND INSURANCE, INC.	Arizona	
BLACKCOMB MOUNTAIN DEVELOPMENT LTD.	British Columbia	
BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP	British Columbia	
BLACKCOMB SKIING ENTERPRISES LTD.	British Columbia	
BLC OPERATORS, INC.	Pennsylvania	
BOOTH CREEK SKI HOLDINGS, INC.	Delaware	
BOSTON MILLS SKI RESORT, INC.	Ohio	BOSTON MILLS SKI RESORT
BOULDER VIEW TAVERN, INC.	Pennsylvania	
BRANDYWINE SKI RESORT, INC.	Ohio	
BRECKENRIDGE HOTEL MANAGEMENT COMPANY, LLC	Delaware	
BRECKENRIDGE RESORT PROPERTIES, INC.	Colorado	BRECKENRIDGE RESORT PROPERTIES VAIL RESORTS PROPERTY MANAGEMENT
BRECKENRIDGE TERRACE, LLC	Colorado	
CARINTHIA GROUP 1, LP	Vermont	
CARINTHIA GROUP 2, LP	Vermont	
CARINTHIA RESIDENTIAL PHASE 1, LP	Vermont	
CARINTHIA SKI LODGE LLC	Vermont	
CB COMMERCIAL PROPERTIES '07, LLC	Colorado	
COLORADO MOUNTAIN EXPRESS, INC.	Colorado	CME CME DESTINATIONS WEST CME PARTNERS CME PREMIER CMECOUPONS CMECOUPONS.COM COLORADO MOUNTAIN EXPRESS DESTINATIONS WEST EPIC MOUNTAIN EXPRESS GO CME GO COLORADO MOUNTAIN EXPRESS PREMIER VIP TRANSPORTATION RESORT EXPRESS ROCKY MOUNTAIN ART GUIDE ROCKY MOUNTAIN DINING GUIDE SKIER'S CONNECTION TRANSPORTATION MANAGEMENT SYSTEMS WHEELS OF FORTUNE
COLTER BAY CONVENIENCE STORE, LLC	Wyoming	
COLTER BAY GENERAL STORE, LLC	Wyoming	
CRANS-MONTANA FOOD AND BEVERAGE SA	Switzerland	

CRESTED BUTTE, LLC	Colorado	ATMOSPHERE BUTTE 66 BUTTE 66 BBQ ROADHOUSE CAMP CB CB CONFERENCE SERVICES CB MOUNTAIN SCHOOL CBMR LIFT TICKETS CBMR PROPERTIES CBMR SKI AND RIDE SCHOOL CBMR WHOLESALE DEPARTMENT COAL BREAKERS – CRESTED BUTTE MOUNTAIN RESORT CRESTED BUTTE DEVELOPMENT CORPORATION CRESTED BUTTE MOUNTAIN BIKE PARK CRESTED BUTTE MOUNTAIN RESORT CRESTED BUTTE RESORT CRESTED BUTTE SKI AREA CRESTED BUTTE SKI RENTAL CRESTED BUTTE TRAVEL CRESTED BUTTE VACATIONS CRESTED BUTTE WHOLESALE ELEVATION RETAIL GENERAL STORE – CBMR GRAND LODGE HOTEL GRAND LODGE RETAIL HALL OF FAME BAR & GRILL ICE BAR JEFE’S RESTAURANT KIDS WORLD – CBMR LODGE AT MOUNTAINEER SQUARE LOGO’D AT CB MOUNTAIN ADVENTURES OUTPOST CBMR OUTPOST—CBMR PARADISE RESORT COMMUNICATIONS RUSTICA CBMR RUSTICA—CBMR TEN PEAKS RESTAURANT THIN AIR SPORTS TRACKERS – CBMR TREASURY CENTER RENTALS ULEY’S CABIN WHITE ROOM WOODSTONE GRILL
CROTCHED MOUNTAIN PROPERTIES, LLC	New Hampshire	
CRYSTAL PEAK LODGE OF BRECKENRIDGE, INC.	Colorado	CRYSTAL PEAK LODGE
DELTRECS, INC.	Ohio	
DTPC, LLC	Delaware	DT PARK CITY HOTEL INTELLIGENTSIA ROOTS GRILL VERTICAL LOUNGE YARROW HOTEL
EVER VAIL, LLC	Colorado	

FALLS CREEK SKI LIFTS PTY LTD	Australia	
FIRST CHAIR HOUSING TRUSTEE, LLC	Colorado	
FLAGG RANCH COMPANY	Colorado	
FOREST RIDGE HOLDINGS, INC.	Colorado	
FROSTY LAND, INC.	New York	
GARIBALDI LIFTS LTD.	British Columbia	
GILLETT BROADCASTING, INC.	Delaware	
GORE CREEK PLACE, LLC	Colorado	
GRAND TETON LODGE COMPANY	Wyoming	
GREAT NORTH REGIONAL CENTER, LLC	Vermont	
GREATER PARK CITY COMPANY	Utah	ALPINE SLIDE APRES SKI CLUB BASE AREA CAFETERIA GREATER PARK CITY CORPORATION KINDERSCHULE MOUNTAIN LOGO PARK CITY MOUNTAIN RESORT PARK CITY MOUNTAIN RESORT RENTAL SHOP PARK CITY SKI AREA PARK CITY SKI CORPORATION RUSTY NAIL SILVER PUTT PARK STEEPS RESTAURANT THE SNOW HUT THE SUMMIT HOUSE
GREATER PROPERTIES, INC.	Delaware	
GROS VENTRE UTILITY COMPANY	Wyoming	
HEAVENLY VALLEY, LIMITED PARTNERSHIP	Nevada	HEAVENLY MOUNTAIN RESORT KIRKWOOD INN KIRKWOOD MOUNTAIN RESORT KIRKWOOD SERVICE CENTER
HIDDEN VALLEY GOLF AND SKI, INC.	Missouri	HIDDEN VALLEY SKI AREA
HPK, LLC	Delaware	
HUNKIDORI LAND COMPANY, LLC	Colorado	
HUNTER MOUNTAIN ACQUISITION, INC.	Missouri	
HUNTER MOUNTAIN BASE LODGE, INC.	New York	
HUNTER MOUNTAIN FESTIVALS, LTD.	New York	
HUNTER MOUNTAIN RENTALS, LTD.	New York	
HUNTER MOUNTAIN SKI BOWL, INC.	New York	
HUNTER RESORT VACATIONS, INC.	New York	
HVLP KIRKWOOD SERVICES, LLC	California	
JACKSON HOLE GOLF AND TENNIS CLUB, INC.	Wyoming	
JACKSON LAKE LODGE CORPORATION	Wyoming	
JENNY LAKE LODGE, INC.	Wyoming	
JENNY LAKE STORE, LLC	Wyoming	
JFBB LQ, INC.	Pennsylvania	
JFBB SKI AREAS, INC.	Missouri	JACK FROST BIG BOULDER
KEYSTONE CONFERENCE SERVICES, INC.	Colorado	
KEYSTONE DEVELOPMENT SALES, INC.	Colorado	

KEYSTONE FOOD & BEVERAGE COMPANY	Colorado	9280' ALPENTOP DELI DERCUM SQUARE ICE RINK KEYSTONE CONFERENCE CENTER CORPORATION KEYSTONE CORPORATE CENTER CORPORATION KEYSTONE LODGE & SPA MINER'S CART ONE SKI HILL PLACE PIONEER CROSSING SEVENS RESTAURANT SNOW DRIFTER THE CROW'S NEST THE LOBBY BAR AT RIVER MOUNTAIN LODGE THE OVERLOOK
KEYSTONE RANCH WATER COMPANY	Colorado	
KEYSTONE RESORT PROPERTY MANAGEMENT COMPANY	Colorado	KEYSTONE CENTRAL RESERVATIONS KEYSTONE MOUNTAIN RESERVATIONS KEYSTONE PROPERTY MANAGEMENT
KEYSTONE/INTRAWEST, LLC	Delaware	KEYSTONE REAL ESTATE DEVELOPMENTS
KEYSTONE/INTRAWEST REAL ESTATE, LLC	Colorado	
LAKE TAHOE LODGING COMPANY	Colorado	
LBO HOLDING, INC.	Maine	ATTITASH ATTITASH BEAR PEAK RESORT ATTITASH GRAND SUMMIT HOTEL ATTITASH MOUNTAIN RESORT ATTITASH RESORT
LODGE PROPERTIES, INC.	Colorado	THE LODGE AT VAIL
MAD RIVER MOUNTAIN, INC.	Missouri	
MHSC DP PTY LTD	Australia	
MHSC HOTELS PTY LTD	Australia	
MHSC PROPERTIES PTY LTD	Australia	
MHSC TRANSPORTATION SERVICES PTY LTD	Australia	
MOUNT HOTHAM MANAGEMENT AND RESERVATION PTY LTD	Australia	
MOUNT HOTHAM SKIING COMPANY PTY LTD	Australia	
MOUNT SNOW DEVELOP AND BUILD LLC	Vermont	
MOUNT SNOW GP SERVICES, LLC	Vermont	

MOUNT SNOW LTD.	Vermont	1900' BURGER BLUEBIRD EXPRESS CARINTHIA CARINTHIA LODGE CARINTHIA MOUNT SNOW CARINTHIA PARKS MOUNT SNOW BIKE PARK MOUNT SNOW BLUEBIRD EXPRESS MOUNT SNOW CHILD CARE MOUNT SNOW REALTY MOUNT SNOW SKI AREA MOUNT SNOW SKI RESORT MOUNT SNOW SKI SHOP NATURESPA STATION TAP ROOM
MT CB REAL ESTATE, LLC	Colorado	
NATIONAL PARK HOSPITALITY COMPANY	Colorado	
NORTHSTAR GROUP COMMERCIAL PROPERTIES, LLC	Delaware	
NORTHSTAR GROUP RESTAURANT PROPERTIES, LLC	Delaware	
OKEMO LIMITED LIABILITY COMPANY	Vermont	OKEMO MOUNTAIN RESORT OKEMO MOUNTAIN SKI RENTAL AND REPAIR SHOP OKEMO RENTAL SERVICE OKEMO SKI AND RIDE SCHOOL OKEMO VALLEY NORDIC CENTER OKEMO VALLEY GOLF ACADEMY SNOW STARS SNOW TRACKS LEARNING CENTER THE ICE HOUSE THE MEETING HOUSE THE OKEMO DIFFERENCE THE SPA AT OKEMO THE SPORTS CENTER AT OKEMO THE TOLL GATE GARDEN
OKEMO MOUNTAIN FOOD AND BEVERAGE, INC.	Vermont	43 NORTH EPIC JACKSON GORE INN OKEMO TAP HOUSE ROBIN'S ROOST SIENA AT JACKSON GORE SKY BAR SMOKEY JOE'S GRILL SUGAR HOUSE AT OKEMO THE COLEMAN BROOK TAVERN THE CORNER STORE AT JACKSON GORE THE INN AT JACKSON GORE THE SITTING BULL LOUNGE VERMONT PIZZA AT OKEMO WILLIE DUNN'S GRILLE
ONE RIVER RUN, LLC	Colorado	
ONE SKI HILL PLACE, LLC	Colorado	
PAOLI PEAKS, INC.	Missouri	
PARK PROPERTIES, INC.	Delaware	
PEAK TO CREEK HOLDINGS CORP.	British Columbia	

PEAK TO CREEK LODGING COMPANY LTD.	British Columbia	LODGING OVATIONS
PEAK RESORTS, INC.	Missouri	
PERISHER BLUE PTY LIMITED	Australia	
PROPERTY MANAGEMENT ACQUISITION CORP., INC.	Colorado	ROCKY MOUNTAIN RESORT LODGING COMPANY
RCR VAIL, LLC	Colorado	ROCKY MOUNTAIN RESIDENCES, LLC
REMONTÉES MÉCANIQUES CRANS MONTANA AMINONA SA	Switzerland	
ROCKRESORTS ARRABELLE, LLC	Colorado	
ROCKRESORTS COSTA RICA S.R.L.	Costa Rica	
ROCKRESORTS DR, LLC	Delaware	
ROCKRESORTS INTERNATIONAL, LLC	Delaware	
ROCKRESORTS INTERNATIONAL MANAGEMENT COMPANY	Colorado	
ROCKRESORTS JAMAICA LIMITED	Jamaica	
ROCKRESORTS SKI TIP, LLC	Delaware	
ROCKRESORTS THIRD TURTLE, LTD.	Turks & Caicos Islands	
ROCKRESORTS, LLC	Delaware	
SKI LIBERTY OPERATING CORP.	Pennsylvania	
SKI ROUNDTOP OPERATING CORP.	Pennsylvania	
SLIFER SMITH & FRAMPTON/VAIL ASSOCIATES REAL ESTATE, LLC	Colorado	COLORADO LANDMARK REALTORS COLORADO LANDMARK INC. COLORADO LANDMARK, REALTORS COLORADO LANDMARK-MULTIPROP REALTY, INC PIQUET REALTY ROCKY MOUNTAIN LIFE SLIFER, SMITH & FRAMPTON REAL ESTATE SLIFER, SMITH & FRAMPTON/VAIL ASSOCIATES SLIFER, SMITH & FRAMPTON/VAIL ASSOCIATES LLC VAIL LIONSHEAD REAL ESTATE BROKERS VAIL-LIONSHEAD REAL ESTATE BROKERS VAIL-LIONSHEAD REAL ESTATE CO.
SNH DEVELOPMENT, INC.	Missouri	CROTCHED MOUNTAIN SKI AND RIDE AREA CROTCHED MOUNTAIN SKI AREA
SNOW CREEK, INC.	Missouri	
SNOW TIME ACQUISITION, INC.	Missouri	
SNOW TIME, INC.	Delaware	
SNOW TRUST	Australia	
SOHO DEVELOPMENT, LLC.	Colorado	

SSI VENTURE, INC.	Utah	ALL MOUNTAIN SPORTS ALTERNATIVE EDGE ASPEN SPORTS AT SNOWMASS ASPEN SPORTS LLC BEAVER CREEK FLY FISHER BEAVER CREEK SIGNATURE SHOP BICYCLE VILLAGE OF COLORADO BOARDER CROSS BOARDER CROSSING BOARDER X-ING BOOTSIE LACY B LLC BOULDER SKI AND BIKE BOULDER SKI AND BIKE DEALS BOULDER SKI DEALS BRECK SPORTS BRECKENRIDGE SPORTS BREEZE BREEZE SKI & SPORT BREEZE SKI RENTALS BUYSKIS.COM CB MOUNTAIN OUTFITTERS COLORADO SKI & GOLF COLORADO SKI AND BIKE COLORADO SNOWBOARDS COPPER MOUNTAIN SPORTS COPPER VILLAGE SPORTS CRESTED BUTTE RENTAL & DEMO CENTER DEPOT DEPOT SKI RENTALS EFLIN SPORTS EPIC MOUNTAIN GEAR EPIC MOUNTAIN RENTALS FRISCO SPORTS GORE CREEK FLY FISHERMAN GRAND WEST OUTFITTERS HAPPY THOUGHTS KEYSTONE SPORTS LIONSHEAD SPORTS LOGO'D AT GRAND LODGE MAIN STREET OUTLET MAX SNOWBOARD MOUNTAIN ADVENTURE CENTER MOUNTAIN BASICS MOUNTAIN SPORTS OUTLET MOUNTAINSPORT TELLURIDE ONE TRACK MIND PARK CITY MOUNTAIN SPORTS PEAK SPORTS RENTBOARDS.COM RENTSKIS GOLD RENTSKIS.COM RIVER RUN SPORTS ROCKY MOUNTAIN EYES AND TEES ROCKY MOUNTAIN EYES AND T'S ROCKY MOUNTAIN EYEWEAR ROCKY MOUNTAIN EYEWEAR LTD. "A SHADEY BUSINESS" SAN MIGUEL ANGLERS
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SSI VENTURE, INC. (cont.)	Utah	SKI DEPOT SKI DEPOT RENTALS SKI DEPOT SPORTS SNOWMASS SPORT STALKER SPECIALTY SPORTS NETWORK SPECIALTY SPORTS VENTURE LLC STEAMBOAT SPORTS TAYLOR CREEK TAYLOR CREEK ANGLING SERVICES TAYLOR CREEK FLY SHOPS TAYLOR CREEK SPORTS TELLURIDE ADVENTURES TELLURIDE MOUNTAIN BIKE HEADQUARTERS LLC TELLURIDE MOUNTAINCRAFT LLC TELLURIDE SPORTS TEN MILE SPORTS THE DEPOT THE SKI DOCTOR VAIL FISHING GUIDES VAIL FLY-FISHING VAIL FLY-FISHING OUTFITTERS VAIL RESORTS RETAIL VAIL SPORTS VAIL SPORTS KIDS WINTER PARK SKI RENTALS WINTER PARK SKI SWAP WINTER PARK SPORTS WINTER PARK SWAP SHOP
SSV HOLDINGS, INC.	Colorado	NEVE SPORTS
SSV ONLINE LLC	Wisconsin	OUTDOOR OUTLET
SSV ONLINE HOLDINGS, INC.	Colorado	
STAGECOACH DEVELOPMENT, LLC	Nevada	
STAMPEDE CANTEEN, LLC	Wyoming	
SUMMIT SKI LIMITED	British Columbia	
SYCAMORE LAKE, INC.	Ohio	ALPINE VALLEY
TCRM COMPANY	Delaware	
TENDERFOOT SEASONAL HOUSING, LLC	Colorado	
THE CANYONS GOLF CLUB, LLC	Utah	
THE CHALETs AT THE LODGE AT VAIL, LLC	Colorado	THE LODGE AT VAIL CHALETs
THE GAME CREEK CLUB	Colorado	
THE SUNAPEE DIFFERENCE LLC	New Hampshire	MOUNT SUNAPEE RESORT MOUNT SUNAPEE SKI AREA MOUNT SUNAPEE SKI RENTALS

THE VAIL CORPORATION	Colorado	ARROWHEAD ALPINE CLUB ASPEN GROVE AVAIL ADVENTURE OUTFITTERS, LTD. BACHELOR GULCH BACHELOR GULCH CLUB BEAVER CREEK CLUB BEAVER CREEK RESORT GORE CREEK MINI GOLF PASSPORT CLUB PRATER LANE PLAY SCHOOL RED SKY GOLF CLUB RED SKY GOLF CLUB GUEST CLUBHOUSE PRO SHOP RED SKY GOLF CLUB MEMBER PRO SHOP THE ARRABELLE CLUB THE OSPREY AT BEAVER CREEK THE PASSPORT CLUBHOUSE AT GOLDEN PEAK THE YOUNGER GENERATION TV8 VAIL ASSOCIATES, INC. VAIL CONSULTANTS VAIL MOUNTAIN VAIL MOUNTAIN HIKING CENTER VAIL RESORTS MANAGEMENT COMPANY VAIL SNOWBOARD SUPPLY
THE VILLAGE AT BRECKENRIDGE ACQUISITION CORP., INC.	Colorado	BRECKENRIDGE CATTLE COMPANY BRECKENRIDGE MOUNTAIN LODGE CAFÉ BRECKENRIDGE GOLD STRIKE SALOON JAKE T. POUNDERS MAGGIE CAFETERIA MOUNTAIN THUNDER PROPERTY MANAGEMENT COMPANY PASTA COMPANY ROCKY MOUNTAIN RESORT LODGING THE VILLAGE AT BRECKENRIDGE THE VILLAGE AT BRECKENRIDGE RESORT VILLAGE PUB
TRIMONT LAND COMPANY	California	NORTHSTAR AT TAHOE RESORT NORTHSTAR CALIFORNIA
TRIPLE PEAKS LLC	Colorado	
VAIL ASSOCIATES HOLDINGS, LTD.	Colorado	
VAIL ASSOCIATES INVESTMENTS, INC.	Colorado	WARREN LAKES VENTURE, LTD.
VAIL ASSOCIATES REAL ESTATE, INC.	Colorado	
VAIL ASSOCIATES SCHOLARSHIP PROGRAM	Colorado	

VAIL FOOD SERVICES, INC.	Colorado	BISTRO 14 BUFFALOS ROADHOUSE GRILL CAMP 1, INC. EXTRA EXTRA FOX HOLLOW GOLF COURSE CLUBHOUSE GAME CREEK CLUB VILLAGE CLUBHOUSE GOLDEN PEAK GRILL GOLDEN PEAK RESTAURANT AND CANTINA IN THE DOG HAUS ONE ELK RESTAURANT RIPPEROO'S CORNER CAFÉ SALSA'S THE 10TH THE LIONS DEN BAR & GRILL TWO ELK RESTAURANT VAIL MOUNTAIN DINING COMPANY WAFFLE WAY WILDWOOD EXPRESS WILDWOOD SMOKEHOUSE WOK 'N ROLL 'N RICE, INC. WOK'N ROLL, INC.
VAIL HOLDINGS FINANCE B.V.	Netherlands	
VAIL HOLDINGS, INC.	Colorado	AD BROKERAGE, A DIVISION OF VAIL ASSOCIATES, INC. APRES LOUNGE AVON AT BEAVER CREEK AVON-VAIL COMPANY BEAVER CREEK ADVERTISING AGENCY BEAVER CREEK ANTIQUES, INC. BEAVER CREEK APARTMENTS, INC. BEAVER CREEK ART, INC. BEAVER CREEK AT AVON, INC. BEAVER CREEK AT VAIL, INC. BEAVER CREEK BACKPACKING, INC. BEAVER CREEK BAKERY, INC. BEAVER CREEK BAR, INC. BEAVER CREEK BARBERS, INC. BEAVER CREEK BICYCLES, INC. BEAVER CREEK BOOK AND POSTER SHOP, INC. BEAVER CREEK BOOK STORE, INC. BEAVER CREEK BOOKING AGENCY, INC. BEAVER CREEK BOOKING AND TICKET AGENCY, INC. BEAVER CREEK BOOKSTORE AND OFFICE SUPPLY, INC. BEAVER CREEK BUILDERS, INC. BEAVER CREEK BUS SERVICE, INC. BEAVER CREEK CAB, INC. BEAVER CREEK CABLE T V INC. BEAVER CREEK CAFÉ & LOUNGE, INC. BEAVER CREEK CAMERA, INC. BEAVER CREEK CHEESE SHOP, INC. BEAVER CREEK CINEMA, INC.

VAIL HOLDINGS, INC. (cont.)	Colorado	BEAVER CREEK CLEANERS, INC. BEAVER CREEK CLOTHING, INC. BEAVER CREEK CONDOMINIUM MANAGEMENT RENTAL, INC. BEAVER CREEK CONDOMINIUM RENTAL, INC. BEAVER CREEK CONDOMINIUMS AND LODGE, INC. BEAVER CREEK CONDOMINIUMS, INC. BEAVER CREEK CONDOTEL, INC. BEAVER CREEK CONFERENCE CENTER, INC. BEAVER CREEK CONSTRUCTION AND DEVELOPMENT, INC. BEAVER CREEK CONSTRUCTION COMPANY, INC. BEAVER CREEK CONSTRUCTION MANAGEMENT CONSULTANTS, INC. BEAVER CREEK CYCLE SHOP, INC. BEAVER CREEK DAIRY, INC. BEAVER CREEK DECORATING, INC. BEAVER CREEK DEPARTMENT STORE, INC. BEAVER CREEK DEVELOPMENT COMPANY, INC. BEAVER CREEK DISTRIBUTING, INC. BEAVER CREEK DRUGS, INC. BEAVER CREEK DRUGSTORE, INC. BEAVER CREEK DRY CLEANERS, INC. BEAVER CREEK ELECTRIC, INC. BEAVER CREEK ENGINEERS, INC. BEAVER CREEK EQUESTRIAN CENTER BEAVER CREEK FILLING STATION, INC. BEAVER CREEK FIREWOOD, INC. BEAVER CREEK FLORISTS, INC. BEAVER CREEK FLYING SERVICE, INC. BEAVER CREEK FOOD STORE, INC. BEAVER CREEK GALLERIES, INC. BEAVER CREEK GAS STATION, INC. BEAVER CREEK GENERAL CONTRACTORS, INC. BEAVER CREEK GIFT SHOP, INC. BEAVER CREEK GOLF AND TENNIS CLUB BEAVER CREEK GOLF CLUB BEAVER CREEK GOLF CLUB BAR & GRILL BEAVER CREEK GROCERY, INC. BEAVER CREEK GUIDES BEAVER CREEK HARDWARE, INC. BEAVER CREEK HEALTH SPA, INC. BEAVER CREEK HEATING & PLUMBING, INC. BEAVER CREEK HOSTESSES, INC. BEAVER CREEK HOTEL COMPANY, INC. BEAVER CREEK INTERIOR DESIGN, INC. BEAVER CREEK JEEP GUIDES BEAVER CREEK JEWELERS, INC. BEAVER CREEK JOURNAL, INC. BEAVER CREEK LANDSCAPING AND SNOWPLOWING, INC. BEAVER CREEK LAUNDROMAT, INC.
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VAIL HOLDINGS, INC. (cont.)	Colorado	BEAVER CREEK LIMOUSINE SERVICE, INC. BEAVER CREEK LIQUOR AND WINE SHOP, INC. BEAVER CREEK LIQUOR STORE, INC. BEAVER CREEK LIQUORS, INC. BEAVER CREEK LODGE AND CONFERENCE CENTER, INC. BEAVER CREEK MAINTENANCE AND REPAIR, INC. BEAVER CREEK MARKET, INC. BEAVER CREEK MARKETING ASSOCIATION, INC. BEAVER CREEK MEADOWS, INC. BEAVER CREEK MERCHANTS ASSOCIATION BEAVER CREEK MOBILE COURT, INC. BEAVER CREEK MOBILE HOME PARK, INC. BEAVER CREEK MOTEL, INC. BEAVER CREEK MOTOR LODGE, INC. BEAVER CREEK MOUNTAIN CORPORATION BEAVER CREEK MOUNTAINEERING, INC. BEAVER CREEK NEWS AGENCY, INC. BEAVER CREEK NEWS, INC. BEAVER CREEK OUTDOOR CLUB, INC. BEAVER CREEK PAINTING, INC. BEAVER CREEK PHARMACY, INC. BEAVER CREEK PHOTOGRAPHY, INC. BEAVER CREEK PIZZA, INC. BEAVER CREEK PLANTERS, INC. BEAVER CREEK PRINTERY, INC. BEAVER CREEK PRINTING AND SECRETARIAL SERVICE, INC. BEAVER CREEK PUB, INC. BEAVER CREEK RANCH, INC. BEAVER CREEK REAL ESTATE, INC. BEAVER CREEK REALTY AND MANAGEMENT, INC. BEAVER CREEK RECREATION AREA, INC. BEAVER CREEK RENTALS, INC. BEAVER CREEK RESERVATION SERVICE BEAVER CREEK RESORT AND CONFERENCE CENTER, INC. BEAVER CREEK RESORT AND TENNIS CLUB BEAVER CREEK RESORT ASSOCIATION BEAVER CREEK RESTAURANT, INC. BEAVER CREEK SALES, INC. BEAVER CREEK SALOON, INC. BEAVER CREEK SECURITY BEAVER CREEK SERVICE CORPORATION BEAVER CREEK SERVICE STATION, INC. BEAVER CREEK SKI AND MOUNTAINEERING, INC. BEAVER CREEK SKI AND SPORTS BEAVER CREEK SKI AREA BEAVER CREEK SKI CLUB, INC. BEAVER CREEK SKI CORPORATION
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VAIL HOLDINGS, INC. (cont.)	Colorado	BEAVER CREEK SKI PATROL BEAVER CREEK SKI RENTAL BEAVER CREEK SKI REPAIR BEAVER CREEK SKI RESORT BEAVER CREEK SKI SCHOOL BEAVER CREEK SKI SERVICE, INC. BEAVER CREEK SKI SHOPS BEAVER CREEK SKI TOURING, INC. BEAVER CREEK SKIING CORPORATION BEAVER CREEK SNOWPLOWING, INC. BEAVER CREEK SPIRITS, INC. BEAVER CREEK SPORT SHOP BEAVER CREEK SPORTING GOODS BEAVER CREEK SPORTS BEAVER CREEK STEAK HOUSE, INC. BEAVER CREEK SYSTEMS, INC. BEAVER CREEK T V, INC. BEAVER CREEK TAXI SERVICE, INC. BEAVER CREEK TENNIS CLUB BEAVER CREEK TOWING, INC. BEAVER CREEK TRADING POST, INC. BEAVER CREEK TRADING, INC. BEAVER CREEK TRAILER PARK, INC. BEAVER CREEK TRANSPORTATION CORPORATION BEAVER CREEK TRAVEL AGENCY, INC. BEAVER CREEK TRAVEL SERVICE, INC. BEAVER CREEK VACATION RESORT BEAVER CREEK VALLEY ASSOCIATION, INC. BEAVER CREEK VILLAGER, INC. BEAVER CREEK VISITORS SERVICE, INC. BEAVER CREEKSIDE BEAVER CREEK-VAIL COMPANY BEAVER-VAIL DEVELOPMENT CORPORATION EAGLE RESIDENCES EXTREMELY VAIL, INC. FOOD STORE AT BEAVER CREEK, INC. GAME CREEK CLUB LODGE AT BEAVER CREEK MERIDIAN GROUP JOINT VENTURE, LTD. PLAZA LODGE AT BEAVER CREEK THE ADVENTURE COMPANY, INC. THE BEAVER TAIL, INC. THE ENCLAVE RESTAURANT THE INN AT BEAVER CREEK TRAIL'S END BAR VAIL ASSOCIATES DEVELOPMENT CORPORATION VAIL ASSOCIATES VENTURES, INC. VAIL BEAVER CREEK REAL ESTATE VAIL BOBSLED ADVENTURES, INC. VAIL MOUNTAIN CLUB VAIL MOUNTAIN RESORT VAIL MOUNTAIN RESORT AND CONFERENCE CENTER VAIL PRODUCTIONS VAIL/BEAVER CREEK CENTRAL RESERVATIONS
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VAIL HOLDINGS, INC. (cont.)	Colorado	VAIL/BROADMOOR, INC. VAIL/JAPAN ENTERPRISES, INC. VAIL-AVON COMPANY VAIL-BEAVER CREEK COMPANY WILDWOOD SHELTER
VAIL HOTEL MANAGEMENT COMPANY, LLC	Colorado	
VAIL RESORTS DEVELOPMENT COMPANY	Colorado	VAIL ASSOCIATES REAL ESTATE GROUP
VAIL RESORTS LODGING COMPANY, INC.	Delaware	PARK CITY RENTAL MANAGEMENT COMPANY VAIL RESORTS HOSPITALITY
VAIL RR, INC.	Colorado	
VAIL SUMMIT RESORTS, INC.	Colorado	BEAVER CREEK VILLAGE TRAVEL BRECKENRIDGE HOSPITALITY BRECKENRIDGE LODGING & HOSPITALITY BRECKENRIDGE MOUNTAIN RESORT BRECKENRIDGE PROPERTY MANAGEMENT BRECKENRIDGE SKI RESORT BRECKENRIDGE SKI RESORT CORPORATION COLORADO VACATIONS KEYSTONE CONFERENCE CENTER KEYSTONE LODGE & SPA KEYSTONE LODGING & HOSPITALITY KEYSTONE RESORT KEYSTONE RESORT, INC. KEYSTONE STABLES KEYSTONE TRAVEL RALSTON RESORTS, INC. RESERVATIONS FOR THE SUMMIT ROCKY MOUNTAIN RESORT VACATIONS ROCKY MOUNTAIN SKI CONSOLIDATORS VAIL/BEAVER CREEK CENTRAL RESERVATIONS VAIL/BEAVER CREEK RESERVATIONS, INC. VAIL/BEAVER CREEK TRAVEL
VAIL TRADEMARKS, INC.	Colorado	VAIL RESORTS TRADEMARKS, INC.
VAIL/ARROWHEAD, INC.	Colorado	
VAIL/BEAVER CREEK RESORT PROPERTIES, INC.	Colorado	ARROWHEAD PROPERTY MANAGEMENT COMPANY BACHELOR GULCH PROPERTY MANAGEMENT COMPANY BEAVER CREEK RESORT PROPERTIES BEAVER CREEK TENNIS CENTER PARK PLAZA RENTAL RESERVATIONS PARK PLAZA RESERVATIONS, INC. TRAPPER'S CABIN VAIL PROPERTY MANAGEMENT
VAMHC, INC.	Colorado	
VR ACQUISITION, INC.	California	
VR AUSTRALIA HOLDINGS PTY LTD	Australia	

VR CPC HOLDINGS, INC.	Delaware	CANYONS GOLF COURSE BEVERAGE CARTS COBRA DOG SHACK JUPITER JAVA KRISTI'S COFFEE CAFÉ LEGACY LODGE LEGACY SPORTS LEGENDS AT THE RESORT MID MOUNTAIN MINER'S CAMP RESTAURANT PARK CITY MOUNTAIN PARK CITY MOUNTAIN RESORT PARK CITY RESORT SNOW HUT SUMMIT HOUSE THE CANYONS
VR CPC SERVICES, LLC	Delaware	
VR HEAVENLY CONCESSIONS, INC.	California	
VR HEAVENLY I, INC.	Colorado	
VR HEAVENLY II, INC.	Colorado	
VR HOLDINGS, INC.	Colorado	
VR NE HOLDINGS, LLC	Delaware	JACKSON GORE VILLAGE JACKSON GORE VILLAGE RENTALS JACKSON GORE VILLAGE SPORT AND FITNESS CENTER
VR NW HOLDINGS, INC.	Delaware	
VR PA HOLDINGS, INC.	Pennsylvania	
VR US HOLDINGS, INC.	Delaware	AFTON ALPS AFTON ALPS RESORT BRUHN'S MT. BRIGHTON MT. BRIGHTON RESORT ONE CREEK MOUNTAIN GRILL SKI HILL GRILL THE TRUCK
VR US HOLDINGS II, LLC	Delaware	ADVENTURE CENTER ADVENTURE OUTFITTERS ALL MOUNTAIN PROGRAM (AMP) CHILDREN'S ADVENTURE CENTER CLIFF HOUSE RESTAURANT FIRST CHAIR ALPINE FRONT FOUR DEMO CENTER FRONT FOUR RENTALS FRONT FOUR SPORTS GEAR ZONE GONDOLA CAFÉ GREAT ROOM GRILL INSIDER'S GUIDE TO STOWE LODGE AT MT. MANSFIELD LODGE AT STOWE MOUNTAIN RESORT MANSFIELD CROSS-COUNTRY SKI CENTER MANSFIELD SPORT SHOPS MIDWAY CAFÉ MIDWAY LODGE MIGHTYBUSTERS MINIBUSTERS MOUNT MANSFIELD LODGE AT LONG TRAIL

VR US HOLDINGS II, LLC (cont.)	Delaware	MOUNTAIN CLINIC MT. MANSFIELD BASE LODGE MT. MANSFIELD LODGE MT. MANSFIELD SKI PATROL MT. MANSFIELD SPORTS OCTAGON CAFETERIA SLOPESIDE MARKET SPRUCE BASE CAMP SPRUCE CAMP SPRUCE CAMP BAR SPRUCE CAMP BASE LODGE SPRUCE LODGE AT MOUNT MANSFIELD SPRUCE PEAK SPORTS STAY TUNED STOWE ADVENTURE CENTER STOWE BASE CAMP STOWE BYPASS STOWE FOR STARTERS STOWE INSIDER GUIDE STOWE ROCKS! STOWE SPRUCE BASE LODGE STOWE TOYS STOWE, NATURALLY VERMONT'S BEST STOWEBUSTERS STOWE'S MIDWAY CAFÉ STOWKED SUMMER ADVENTURE CAMP THE CANTEEN RESTAURANT THE INN AT THE MOUNTAIN THE MANSFIELD CLUB THE SMUGGLER'S DEN THE STOWE MOUNTAIN RESORT THE STOWE SHOP THE WAFFLE TOLL HOUSE CONFERENCE CENTER TRAILBLAZERS TREETOP ADVENTURE ZIPTOUR ADVENTURE
VR WM HOLDINGS, LLC	Delaware	MT. BRIGHTON RESORT WILMOT MOUNTAIN WILMOT MOUNTAIN RESORT WILMOT MOUNTAIN SKI RESORT
VRSS HOLDINGS, LLC	Delaware	LAUREL MOUNTAIN RESORT
VRV AUSTRALIA PTY LTD	Australia	
WB LAND INC.	British Columbia	
WB LAND (CREEKSIDE SNOW SCHOOL) INC.	British Columbia	
WB/T DEVELOPMENT LTD.	British Columbia	
WC ACQUISITION CORP.	New Hampshire	
WEST LAKE WATER PROJECT, LLC	Vermont	
WHISTLER & BLACKCOMB MOUNTAIN RESORTS LIMITED	British Columbia	
WHISTLER ALPINE CLUB INC.	British Columbia	
WHISTLER BLACKCOMB EMPLOYMENT CORP.	British Columbia	
WHISTLER BLACKCOMB GENERAL PARTNER LTD.	British Columbia	
WHISTLER BLACKCOMB HOLDINGS INC. (f/k/a 1068877 BC Ltd.)	British Columbia	

WHISTLER HELI-SKIING LTD.	British Columbia	
WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP	British Columbia	
WHISTLER SKI SCHOOL LTD.	British Columbia	
WHISTLER/BLACKCOMB MOUNTAIN EMPLOYEE HOUSING LTD.	British Columbia	
WHITETAIL MOUNTAIN OPERATING CORP.	Pennsylvania	

¹Includes only those entities owned 50% or greater.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-145934, 333-169552, 333-208357, and 333-283691) of Vail Resorts, Inc. of our report dated September 29, 2025 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/PricewaterhouseCoopers LLP

Denver, Colorado
September 29, 2025

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Robert A. Katz, certify that:

1. I have reviewed this annual report on Form 10-K of Vail Resorts, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 29, 2025

/s/ ROBERT A. KATZ

Robert A. Katz
Chief Executive Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Angela A. Korch, certify that:

1. I have reviewed this annual report on Form 10-K of Vail Resorts, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 29, 2025

/s/ ANGELA A. KORCH

Angela A. Korch

Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
AND THE CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT
TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned hereby certifies in their capacity as an officer of Vail Resorts, Inc. (the “Company”) that the Company's Annual Report on Form 10-K for the year ended July 31, 2025 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Report fairly presents, in all material respects, the financial condition and the results of operations of the Company at the end of and for the periods covered by such Report.

Date: September 29, 2025

/s/ ROBERT A. KATZ

Robert A. Katz
Chief Executive Officer

Date: September 29, 2025

/s/ ANGELA A. KORCH

Angela A. Korch
Executive Vice President and Chief Financial Officer

This certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, is not a part of the Form 10-K to which it refers, and is, to the extent permitted by law, provided by each of the above signatories to the extent of his respective knowledge. This certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Vail Resorts, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing. A signed original of this written statement required by Section 906 has been provided to Vail Resorts, Inc. and will be furnished to the Securities and Exchange Commission or its staff upon request.

