



AGENDA

A. CALL TO ORDER

B. APPROVAL OF AGENDA

1. **Motion:** That the Board approve the April 20, 2021 Agenda as circulated.

C. APPROVAL OF MINUTES

1. **Motion:** That the Board approve the March 16, 2020 Minutes as circulated. 1

D. DELEGATIONS

1. UBC – C+CP – Skytrain Extension to UBC Update – Janeen Alliston, Director of Communications, UBC Rapid Transit Office.
2. UBC – C+CP – Basketball Court Relocation – Grant Miller, Director, Planning, Development Services at UBC's Campus and Community Planning 5
 - a. Community Feedback r.e. Outdoor Basketball Location – Communications Manager 8

E. EXTERNAL REPORTS & PRESENTATIONS

1. Electoral Area A Report – Electoral Area A Director, Jen McCutcheon 11
(Read: [Electoral Area Newsletter](#))
2. Campus and Community Planning Report – Senior Policy Planner, Celene Fung 23

F. REPORTS

1. Management Update – Chief Administrative Officer – For Information 25
2. 2020-21 UNA Staff Work Plan – Fourth Quarter Update – Chief Administrative Officer – For Information 36
3. 2021-22 UNA Staff Work Plan – Chief Administrative Officer 45

Recommendation:

THAT the Board approve the 2021-22 UNA Staff Work Plan

4. Governance and Human Resources Committee Update
 - a. 2022-23 Strategic Planning Options – Chief Administrative Officer 51



Recommendation:

THAT the Board extend the current strategic plan for another year given the uncertainty that the COVID-19 pandemic presents to the UNA.

- b. Chief Administrative Officer Policy – Director Holmes 58

Recommendation:

THAT the Committee recommend that the Board approve the proposed Chief Administrative Officer Policy, version 4 dated April 8, 2021.

- c. Director Appointment Process – Chief Administrative Officer 65

Recommendation:

THAT the Board not appoint an interim Director pursuant to Section 6.7 of the UNA Bylaws, and instead wait until the election in the fall to fill the full complement of Directors.

- d. UNA Facility Users Code of Conduct – Recreation Manager 67

Recommendation:

THAT the UNA Board of Directors consider the proposed UNA Facility Users Code of Conduct Policy.

5. Finance Committee Update

- a. Community Field Replacement Reserve – Finance Manager 73

Recommendation:

THAT the Board agree to an amount of \$180,000 being added to the Community Field Replacement Reserve in respect of the fiscal years 2019/20, 2020/21 and 2021/22.

- b. Insurance Update – Chief Administrative Officer – Verbal Update

G. UNFINISHED BUSINESS

None

H. NEW BUSINESS

1. Lot 11 Community Garden License – Operations Manager 118

Recommendation:

THAT the Board approve the attached Lot 11 Community Garden License Agreement and authorize the Chair to execute the agreement.



2. UNA Administrative Office Lease Renewal – Chief Administrative Officer 194

Recommendation:

THAT the Board approve the attached Lease Extension Agreement for the UNA Administrative Office and authorize the Chair to execute the agreement.

3. University Neighbourhoods Fire Protection Funding – Robin Ciceri, 267
Vice President of External Relations, UBC – For Information

4. Garbage/recycling collection and disposal management – Chair Watson – Verbal Update

Recommendation:

THAT the UNA create a public space Solid Waste Management Plan.

I. ADJOURNMENT

The Board will adjourn into a Closed Session to discuss dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests.



MINUTES

PRESENT:

Richard Watson – Chair
Bill Holmes
Carole Jolly
Terry Mullen

Murray McCutcheon
Jane Kang
James Heth

STAFF:

Sundance Topham – Chief Administrative Officer
Andrew Clements – Recreation Manager
Wegland Sit – Operations Manager
Glenda Ollero – Communications Manager
Athena Koon – Finance Manager
Marta Mikolajczyk – Administrative Assistant

REGRETS:

Kalith Nanayakkara

A. CALL TO ORDER

The University Neighbourhoods Association (UNA) Board meeting was called to order at 5:30 p.m.

The Board Chair acknowledged that the meeting was held online, but regularly meets on the unceded traditional territory of the Musqueam people.

B. APPROVAL OF AGENDA

Motion: That the Board approve the March 16, 2021 Meeting Agenda as circulated.

Carried.

C. APPROVAL OF MINUTES

Motion: That the Board approve the February 16, 2021 Minutes, as circulated.

Carried.

D. DELEGATIONS

1. Jeehye Kim – Unleashed Dog Issue

UNA resident Jeehye Kim presented her concerns about unleashed canines in UNA neighbourhoods. The Board discussed adding signage to increase dog owner awareness.

E. EXTERNAL REPORTS AND PRESENTATIONS

1. Electoral Area A Report

Electoral Area A Director, Jen McCutcheon, provided a brief verbal update highlighting the allocation of Community Works Fund.

2. Campus and Community Planning Report



Celene Fung provided a brief verbal update highlighting the Level 2 EV charging station to be installed in Wesbrook Place via funding secured from the Federal Zero Emission Vehicle Infrastructure Program

3. Outdoor Basketball Court Presentation – Grant Miller, Director of Planning, Development Services, Campus and Community Planning

Grant Miller provided an overview of the memo provided to the board regarding the proposed installation of a Hydrogen Fueling Station to be built on the site of the outdoor basketball court on Thunderbird Boulevard west of the Thunderbird Parkade.

It was noted that the Chief Administrative Officer would work with the Director of Planning, Development Services at Campus and Community Planning to ensure adequate representation and participation at the upcoming Site Selection Committee meeting.

4. UBC RCMP Detachment Update

Sergeant Chuck Lan provided a verbal update outlining the statical overview of calls received by UBC RCMP Detachment in 2020.

F. REPORTS

1. Management Report

The management team presented departmental reports highlighting the community newsletter open rate of 41%; the hiring of a new Sustainability Specialist, Julia Gellman; budget submission and fiscal year planning; as well as provincial health restrictions affecting recreation centres.

2. Finance Committee Update

- a. Community Amenity Charges Report

The CAO provided an overview of the UNA relevant clauses of the Community Amenity Charges Report.

It was noted that a request has been made to Campus + Community Planning to provide a UNA specific CAC in future years, as mandated by the Neighbours' Agreement 2015.

- b. Neighbours Fund Investment Report

The Finance Manager outlined the investment options concerning the UNA Neighbours' Fund (NF) fixed term deposit investment account which reached maturity in February of 2021.

Director Holmes moved the following:

Motion:

THAT the Board inform UBC that the UNA would like the term deposit that matured on Feb 14, 2021 to be rolled over to another 3-year term deposit.

Carried. (Director Jolly & Director Heth abstained)



3. Commissionaires Contract Renewal

The Operations Manager presented the 2021 – 2022 Commissioners BC Services Agreement to the board. Director Holmes pointed out that the reference to the Motor Vehicle Act Section 209-1 in section 2.A of the agreement needs to be re-examined as the legal basis for invigilation. It was agreed that the wording of paragraph 8 under section titled “Description of Services” will be corrected to reflect “invalid tow” as well as the current service provider, Busters Towing.

Director Holmes also requested that the spelling of “Commissionaires” be corrected in the proposed motion.

The Chair moved the following:

Motion:

THAT the Board approve the attached 2021 – 2022 Commissionaires BC Services Agreement as will be modified and authorize the Chair to execute the agreement.

Carried.

G. UNFINISHED BUSINESS

1. Revisions to Neighbours’ Agreement 2020

Director Holmes provided a brief history of the mandate of the UNA Negotiating Committee, and the rationale for continuation of committee’s work under a new name and expanded mandate.

The Board discussed the proposed Terms of Reference, committee composition and coordination with Campus and Community Planning.

Director Holmes moved the following:

Motion:

THAT the Board

(a) change the name of the UNA Negotiating Committee to the Neighbours’ Agreement Committee;

(b) approve the attached proposed Terms of Reference for the Neighbours’ Agreement Committee to replace the current Terms of Reference;

(c) confirm that Directors Mullen, McCutcheon, and Holmes, and resident Mike Feeley are to continue as the committee members; and

(d) appoint Director Holmes as the Chair of the Neighbours’ Agreement Committee

Carried. *(Director Jolly and Director Heth abstained)*

H. NEW BUSINESS

None

I. ADJOURNMENT



The Chair moved the following:

Motion:

That the Board adjourn into a Closed Session to discuss dealings with other entities or persons where disclosure of the information being discussed may compromise the relationship of the Association with them or its relationship with its stakeholders; personal information of an individual; and human resource issues.

Carried.

The meeting adjourned at 7:34 p.m.

The Board moved to a Closed Session.



memorandum

From: Grant Miller, Director, Development Services, Campus and Community Planning

To: UNA Board of Directors

Date: April 14, 2021

Subject: TEF 3 Parking Lot Site Approval - Outdoor Basketball Court Relocation (Hydrogen Fueling Station)

A Clean Energy Research Facility, which includes a Hydrogen Fueling Station, has been sited on the location of the existing outdoor basketball court west of Thunderbird Parkade. This location was prioritized as it allows the researchers to study the critical links between energy, transportation and urban design by co-locating:

- A solar array to be installed at the rooftop of the existing Thunderbird parkade, it intensifies the use of this existing infrastructure turning it into the testbed's source for renewable energy. The size and structure of the parkade allows for the generation of a significant amount of energy.
- Parking space for the advanced EV Chargers providing more opportunity for access to high demand charging points
- Sufficient space for the hydrogen station in a location that can accommodate buses and other large vehicles and is close to the campus main access roads
- Allows for future research goals development given the proximity to the Campus Energy Centre and Substation.

As a condition of this project's approval, a replacement basketball court that is like for like must be provided by the Project. Campus and Community Planning has committed to the UNA the following additional principles:

- Ensure that construction of the hydrogen station will not commence until a relocated court is in place and that there is no disruption to basketball court access;
- Ensure the replacement court provides a like for like outcome;
- Work with the UNA on this process including site selection;
- Ensure that the development permit for the replacement court will include public engagement.

With consideration of community feedback received through participation in our virtual open house (February 25, 2021) and online comments, UBC staff completed a review of potential relocation sites for the basketball court and tested them for technical viability. The staff review resulted in a recommendation that a replacement court be developed on a portion of the TEF 3 parking lot at the corner of Health Sciences Mall and Thunderbird Boulevard generally as indicated below:



The site supports like for like replacement with equivalent court size, function and locational attributes. The site is located on academic land within the campus core, with good proximity to adjacent neighbourhood communities, student housing, and academic buildings. The location would continue to provide synergies with the nearby athletics and recreation facilities and the skate park. The site is visible along Thunderbird Boulevard and can be easily accessed by pedestrians and cyclists along Thunderbird Boulevard and Agronomy Road.

Staff shared the recommendation and analysis with the UNA for information ahead of a Site Selection Committee meeting at which the site was approved with the following conditions:

Recognizing that both the current site and the relocated site are on land designated for academic use in the Vancouver Campus Plan, the Site Selection Committee reiterated conditions of the existing court development. This is, should the site be needed for an academic supportive use, the basketball court be relocated in collaboration with the UNA.

While there are no immediate plans to develop the TEF 3 parking lot, in acknowledgment of the growth of the campus, C+CP will lead an exploration of potential long-term future locations for the basketball facility in collaboration with the UNA.

The recommendation approved by the UBC New Building Site Selection Committee is as follows:

“That the existing basketball court, located immediately west of Thunderbird Parkade be relocated to the TEF 3 Parking lot at the corner of Health Sciences Mall and Thunderbird Boulevard generally as noted in the attached plans. Consistent with the PPPAC approval dated September 5th, 2006 and subsequent memo to UNA from UBC on, September 7th, 2006, should the site be needed for an academic supportive use, that the basketball court be relocated in collaboration with the UNA. In addition, and given the long term growth of the campus, C+CP will lead an exploration of potential long-term locations for the basketball facility in collaboration with the UNA.”

Next Steps:

- UBC Staff report site approval to UNA Board Meeting (April 20)
- The Hydrogen Project team to develop plans for the replacement court and submit a Development Permit (late April)
- Development Permit review for the replacement court which will include opportunity for community feedback including a virtual Open House (May)
- Construction of replacement basketball court (TBD) Construction of Hydrogen Fueling Station (TBD)



Report Date: April 14, 2021
Meeting Date: April 20, 2021
From: Glenda Ollero, Communication Manager
Subject: Community Feedback re: Outdoor Basketball Relocation

Background

In March 2021, UBC Campus and Community Planning informed the UNA that it is proposing to build a [new hydrogen fuelling station](#) on the site of the Outdoor Basketball Court on Thunderbird Blvd. The UNA expressed its concern about the removal of this basketball court and UBC confirmed its commitment to:

- Ensure that construction of the hydrogen station will not commence until a relocated court is in place and that there is no disruption to basketball court access;
- Ensure the replacement court provides a like for like outcome;
- Work with the UNA on this process including site selection;
- Ensure that the development permit for the replacement court will include public engagement.

Since then, UBC staff have completed a review of potential relocation sites for the basketball court and have proposed that a replacement court be developed on a portion of the TEF 3 parking lot at the corner of Health Sciences Mall and Thunderbird Blvd.

Prior to the Board meeting, the UNA solicited feedback from the community with a deadline of April 14 for written submissions. The feedback collected is included in this report.

Decision Requested

None

Discussion

None



Financial Implications

None

Operational Implications

None

Strategic Objective

Community/Stakeholder Relations

Attachments

1. Community Member Feedback #1

Concurrence

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Glenda Ollero', written over a horizontal line.

Glenda Ollero
Communications Manager

A handwritten signature in blue ink, appearing to read 'Sundance Topham', written over a horizontal line.

Sundance Topham
Chief Administrative Officer

Subject: Location of Hydrogen Fueling Station

Date: Monday, April 12, 2021 at 9:14:05 PM Pacific Daylight Time

From: James Charbonneau

To: communications

Hi,

I just read that the new location of the basketball court will be

"developed on a portion of the TEF 3 parking lot at the corner of Health Sciences Mall and Thunderbird Blvd".

The corner of a parking lot sounds like a perfect slot for a hydrogen fueling station and clean energy research facility. Why don't they put it there? I don't understand why private partnerships and what seems like nothing more than a vanity project should take precedence over the wishes of the people who live in this community. The basketball hoops next to the skate park have such a wonderful synergy in the community. Moving them would ruin that.

The whole idea seems so senseless.

james

=====
Dr. James Charbonneau [he, him]
Department of Physics & Astronomy, UBC
Associate Director, Science Gateway Programs
Undergraduate 1st Year Physics Advisor
Irving K Barber 364 || 604 827 2378
Hennings 329 || 604 822 6744
<http://www.phas.ubc.ca/~james/>
<http://www.scienceone.ubc.ca>
=====



Director's Report

Hi UNA/UBC/UEL neighbours,

I trust the return of sunshine, flowers and warmth is helping you stay well both mentally and physically, even as the pandemic continues to take its toll. For my part, I have been reflecting on the past year, and how long we've been "stuck" close to home. On one hand, I yearn to travel (which I have always loved), but on the other hand, it has led me to reflect on the concept of "place," and in particular, *our* place – this corner of the world that we call home.



Discussing "place" with my kids.
What are your favourite places on the UBC Peninsula, and what makes them special for you?

According to National Geographic, "place" as concept has three components: location, locale and a sense of place. They describe **location** as the position of a particular area on the surface of the Earth, **locale** as the physical setting for relationships between people and finally, **sense of place** as the emotions one attaches to an area based on their experiences. As an immigrant to Canada, I certainly do not take for granted our location and the freedoms and opportunities we enjoy here in BC and Canada.

In this context, I recently invited my two children to think about our favorite places near home through the lens of locale and sense of place. My daughter considers the local library one of her favourite places, particularly for the joy it brings her to walk into a room with an endless supply of books to read. For my son, the forest is his happy place (and mine too!), because of its natural beauty and the sense of peace and wonder one gets from being surrounded by nature. In addition to the forest, I also love the pedestrian walkways in our neighbourhoods and the opportunity that these people-oriented spaces give for safe interactions with neighbours and friends. In this time of heightened isolation, I have benefited greatly from regular (though brief and physically distanced) interactions with others out on these walkways.

As we hunker down for a few more months (at least) of staying local, my challenge to you is to explore, analyze and even improve our "place." What are the physical characteristics that you like most about your area? What about it induces the most positive emotions? And what can you do to enhance your perception of our place, while also helping those around you to get the most out of our corner of the world? For example, just this week, I saw two neighbours with a garbage bag and tongs, cleaning up our neighbourhood.



Enjoying more outdoor meals on our patio



Wherever you live within the Electoral Area, I hope that you continue to discover local places that bring you joy and a feeling of connectedness.

Somehow, this month's newsletter ended up being quite long. I hope you'll take a minute to browse the headings and then dive into any articles that catch your eye.

All the best,

Jen McCutcheon

Jen McCutcheon, Metro Vancouver Director for Electoral Area A (www.areaajen.ca or areaajen@gmail.com)

April Engagement Session: Creating Inclusive Communities

Creating Inclusive Communities

STRATEGIES FOR ENHANCING RACIAL EQUITY AND INCLUSION

**Wednesday,
April 28, 2021
7:00 - 8:30 p.m.**

Join experts **Councillor Trish Mandewo** and **Dr. Beth Hirsh** to learn more about how our seemingly innocent choices may contribute to racial bias or hinder inclusion within our communities and workplaces. We will discuss strategies that each of us can use to actively promote racial equity and inclusion here at UBC, UNA, and the UEL.



Trish Mandewo is a Diversity & Inclusion Strategist, Coquitlam City Councillor and co-Founder and CEO of Synergy on Boards Consulting Group, an Indigenous, Black and Visible Minorities Executive and Board search firm. Trish has won numerous awards including 2017 RBC Top 25 Canadian Immigrants and is a recipient of Canada 150 Sesquicentennial pin for leadership and community service.



Beth Hirsh is an Associate Professor in Sociology and Canada Research Chair in Law and Inequality at UBC. Her research and teaching focus on race and gender employment discrimination and how to promote equity and inclusion in organizational settings.

"Inclusion is not a strategy to help people fit into the systems and structures which exist in our societies; it is about transforming those systems and structures to make it better for everyone. Inclusion is about creating a better world for everyone."
– Diane Richler, Past President, Inclusion International

JOIN US WEDNESDAY, APRIL 28, 2021
AT 7:00 - 8:30 P.M. VIA ZOOM
<https://ca01web.zoom.us/j/6044516562>

From the murder of George Floyd and the vivification of the Black Lives Matter movement, to the recent report highlighting the racism and discrimination facing Indigenous people in BC's health care system, to the alarming rise in hate crimes against Asians, racism is a very real concern around the world and right here in our communities. Please join me on April 28 for a presentation and discussion on how each of us can help to create inclusive



communities and workplaces. We will have the opportunity to hear from two experts, Councillor and CEO Trish Mandewo, and UBC Professor Beth Hirsh.

Part of my motivation for facilitating this discussion were the firsthand accounts of racism and discrimination that I have been made aware of right here in Electoral Area A. If you have a story that you would be willing to share (either directly or anonymously), please let me know at areaajen@gmail.com.

This event will be held on Zoom (<https://ca01web.zoom.us/j/6044516562>) on Wednesday, April 28 from 7:00 - 8:30pm. All are welcome to attend, so please feel free to share this link.

Summary of 2020 Policing Statistics for the UBC/UEL Peninsula (from our local RCMP Detachment)

How has COVID-19 impacted crime rates in our communities? UBC RCMP Staff Sergeant Chuck Lan has provided the 2020 summary statistics for the UBC Peninsula. This table includes statistics for the whole peninsula, as well as numbers by area (UBC, UNA and UEL). This table shows which geographical areas and types of crimes **increased** or **decreased** in 2020, compared to 2019.

Summary RCMP Statistics for the UBC/UEL Peninsula												
Crime Type	All			UNA			UEL			UBC		
	2019	2020	%	2019	2020	%	2019	2020	%	2019	2020	%
Total Violent Crimes	197	168	-15%	36	47	31%	41	44	7%	112	59	-47%
Sexual Assault	17	23	39%	2	4	100%	2	4	100%	12	11	-8%
Domestic Violence	18	25	39%	5	12	140%	3	1	-67%	10	6	-40%
Mental Health	357	319	-11%	61	95	56%	78	63	-19%	207	152	-27%
Mischief: loss of enjoyment	65	70	8%	23	29	26%	25	27	8%	17	14	-18%
Bike theft	186	156	-17%	23	29	26%	18	19	8%	132	79	-40%
Theft From Auto	136	89	-35%	24	16	-33%	55	33	-40%	55	39	-29%
Fraud	130	102	-22%	40	40	0%	22	17	-23%	65	44	-32%
Motor Vehicle Collision	55	40	-27%	14	3	-79%	36	25	-31%	13	15	15%
Charges Laid	109	132	21%	25	34	36%	39	53	36%	43	34	-21%
Total Calls for Service	4138	3232	-22%	807	782	-3%	1310	1108	-15%	1858	1153	-38%



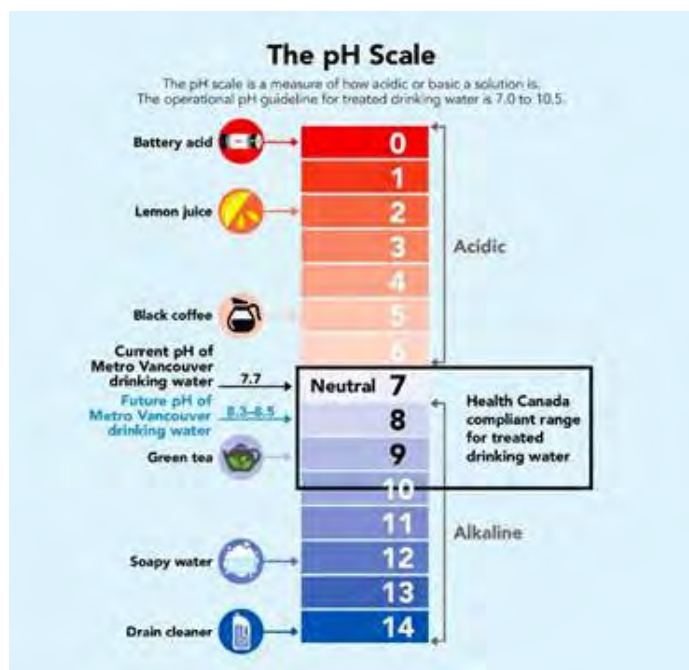
You may also be interested in learning more about our local **RCMP's role in enforcing the Provincial Health Orders**. UBC RCMP began with education, progressed to warnings and now, fines. In February and March, the detachment issued a total of four \$2300 tickets to people who hosted gatherings and eight \$230 fines for either promoting or encouraging attendance at non-compliant gatherings or events or for failing to comply with the direction of an enforcement officer. These fines were issued under the COVID-19 Related Measures Act.

Protecting our Pipes from Corrosion

Metro Vancouver is strengthening its efforts to reduce water pipe corrosion to safeguard your investment in your home or business. This spring, Metro Vancouver will be adjusting the pH of its drinking water using natural minerals to:

- Reduce the release of copper from pipes in buildings caused by low pH in the region's water;
- Reduce leaks in pipes caused by copper corrosion;
- Preserve the lifespan of pipes, fixtures and hot water tanks; and
- Reduce green stains on tubs, sinks and grout.

Metro Vancouver currently delivers water with a pH of 7.7, which is compliant with Health Canada's Guidelines for Canadian Drinking Water Quality (which allows for pH from 7 to 10.5). The pH will be increased to a target range of 8.3 to 8.5 and will make the water less corrosive (see graphic for details).



The changes will not affect the smell or taste of the high-quality drinking water that Metro Vancouver delivers, however certain users — such as health-care facilities, aquariums and breweries — may need to adjust their operations to account for the changes.

[Learn more about how Metro Vancouver ensures we have safe and clean water.](#)

Tracking COVID-19 in our Wastewater

Metro Vancouver has launched an online tool that allows residents to track the viral load of COVID-19 detected in untreated wastewater at each of the region's five wastewater treatment plants. Delivered in partnership with the BC Centre for Disease Control (BCCDC) Public Health Laboratory and UBC, this tool helps track the presence of the COVID-19 virus in the region's wastewater system.



ELECTORAL AREA A Director's Update

From Jen McCutcheon, Director, Electoral Area A

April
2021

"Despite the ongoing rollout of multiple vaccines within the region, we know that daily transmission rates remain relatively high and several variants of COVID-19 are within our communities," said Sav Dhaliwal, Chair of the Metro Vancouver Board of Directors. "We are pleased to support the work of our local health authorities and university researchers in reaching a better understanding of the virus through innovative environmental testing at our facilities."

The data, updated weekly, may assist health authorities to better understand the localized prevalence of the virus and to evaluate the effectiveness of public health measures intended to control transmission in the community.

Using [this Metro Vancouver website](#), you can click on a specific wastewater treatment plant on a map to see a snapshot of the COVID-19 virus trend for that area. I've included the latest data for our Iona Island Wastewater Treatment Plant, which serves the UBC/UEL area.

Amount of COVID-19 Virus in Wastewater from Iona wastewater treatment plant (January 2021 - March 2021). You can view data from other Metro Vancouver wastewater treatment plants, or previous data from Iona [here](#)



Each chart shows the amount of COVID-19 virus present per litre of wastewater that arrives at a wastewater treatment plant prior to treatment. Results are sorted by sewerage areas, which are defined catchment areas around each wastewater treatment plant.

"Studies have demonstrated that approximately 50 per cent of COVID-19 cases have the virus in their feces," said Dr. Natalie Prystajewsky, Program Head, Environmental Microbiology, BCCDC Public Health Laboratory and Clinical Assistant Professor, Pathology and Laboratory Medicine, UBC. "Studying the virus in wastewater allows researchers to look at an entire population, rather than an individual person."

The science of COVID-19 is evolving rapidly. The virus that causes COVID-19, SARS-CoV-2, is non-infectious in feces and wastewater. Wastewater testing does not show the number of people that are infected or contagious. COVID-19 case information is available through the BC Centre for Disease Control.



Locations and catchment areas for Metro Vancouver's Wastewater Treatment Plants



<http://www.metrovanancouver.org/services/liquid-waste/environmental-management/covid-19-wastewater/>
<http://www.bccdc.ca/health-info/diseases-conditions/covid-19/data>

Community Connections

This section highlights awesome community initiatives. Please send me your ideas about people who are going out of their way to make our neighbourhoods even better. I know there are lots of examples and I'd love to hear from you about some of them (email me at areaajen@gmail.com).

The past year has strained personal motivation levels like never before, and this has made me think of high-level athletes, and how they are managing. For this month's Community Connections, I connected with a neighbour who's a high-performance cyclist. 19-year-old Ethan Ogrodniczuk is second year UBC student and lifetime UNA resident, with eyes set on the 2024 Paris Olympics. Ethan has been riding competitively since age 15, and was recently named to Cycling Canada's NextGen team for track endurance racing. The following are highlights from my recent Q&A session with Ethan.

ELECTORAL AREA A Director's Update

From Jen McCutcheon, Director, Electoral Area A

April
2021

Cycling Team Canada Development team and Electoral Area resident Ethan Ogrodniczuk



How did you get involved in competitive cycling?

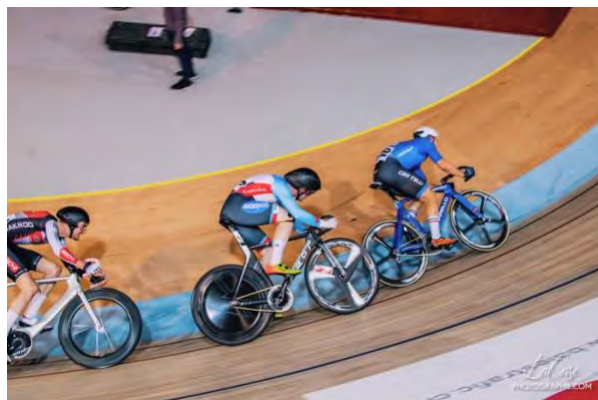
"I didn't 'know' what my passion was – I had to discover it. Growing up, I played lots of sports – hockey, lacrosse, soccer, badminton – and loved them all. Yet,

none filled me with such excitement that I could never get enough. At age 13, I was introduced to cycling. I showed up for the 2015 UBC Gran Prix bike race on my dad's commuter bike, and found myself on the start line with a bunch of kids on road bikes with matching team kits. I did pretty well in the race, and someone from Devo, the local youth cycling club, approached me and asked me if I'd be interested in joining the club. If any kids out there are interested in learning more about Devo, it is a fantastic youth cycling club that enables kids to try track (velodrome), cyclocross, mountain bike, and road riding."

What does your training schedule look like?

"I complete 1 to 2 training sessions a day, including a gym session most days. This amounts to about nine sessions a week, which includes a daily bike ride, and a longer ride on weekends. In terms of time, the length of the training sessions varies throughout the season, with a minimum of about 8 hours a week, and a maximum of about 25 hours."

Jen's note: Ethan completes this training on top of full-time university studies at UBC!



What motivates you to keep up your intense training, and what are your long-term goals?

"I try to push myself no matter what I do. I want to be the best at it and I am motivated to consistently improve myself. Not every day is a good day on the bike, but the motivation to be my best gets me out of bed and onto the bike each day. My long-term goal is to compete for Team Canada in the Paris Summer Olympics in 2024. I think that this is the goal for most athletes on the national team! My strong suit is the scratch race (a 15km race, where the first rider across the line wins), so I hope to qualify for World Championships in that event by the end of September this year, and then get on the podium at World Championships in the next few years. Then by the 2024 Olympics, to win World Championships."

How has COVID-19 impacted you?

Jen's note: In response to this question, Ethan sighed and admitted that "it's been a while since I've raced." I was impressed with the positive spirit that Ethan exuded, even while telling me about all these key races and events that have been cancelled.

"Last summer's entire season, including the Pan American Track Championships in Lima and all of the European racing schedule was cancelled. This year, my national team training camp was first moved from January to April and was then cancelled altogether. I am still not sure what is next on the race calendar."



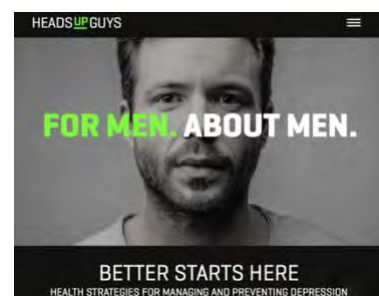
April
2021

What are you most proud of in your cycling career?

"There are a few things that come to mind. First is competing for Team Canada at the UCI Junior Track World Championships in 2018 in Aigle, Switzerland. The boys on Team BC had been riding together for the past four years and we placed 14th while representing Canada. The 2019 Geneva 4-Day race was also a big highlight. I had the opportunity to line up against world class riders which was my first taste of elite international racing after making the switch from junior to elite."

Tell me more about "Heads Up Guys"

"Heads Up Guys is a free men's mental health resource that my dad developed and is based out of UBC. It's something that I strongly support and want to bring attention to. The website is for men struggling with depression and thoughts of suicide, and for those who may have a man in their lives who may be struggling with these issues. There are a number of barriers, like stigma, that get in the way of men reaching out for a hand when they need it, so it's important to have conversations about it to help break these barriers down."



Since the organization was started just over 5 years ago, over 2 million people from all around the world have come to the site (in excess of 60,000/month), and more than 250,000 have completed the depression screening tool on the site. My goal is to help spread the word and let people know that they are not alone in their fight.

You can find out more about Heads Up Guys [here \(https://headsupguys.org\)](https://headsupguys.org)"

What advice do you have for neighbours/young people?

"Find something that you really love and are passionate about, be open to trying new things and be prepared to put in the hard work to get where you want to be."

I think that this is great advice for all of us in many different aspects of our life, not just sports! If you would like to follow Ethan's cycling pursuits, you can check out his Instagram (<https://www.instagram.com/ethanogrodniczuk/>) or website at <https://www.ethanogrodniczuk.com>).

We are cheering for you, Ethan. Congratulations on your achievements this far, and all the best in the future!

TransLink Updates

TransLink Service Changes

On April 12, TransLink is reallocating service to the bus routes that need it the most and adding service to popular warmer weather destinations like Spanish Banks and Stanley Park.

The biggest change to bus routes serving the UBC area, is an earlier start and more service on the R4 41 St Ave.



ELECTORAL AREA A Director's Update

From Jen McCutcheon, Director, Electoral Area A

April
2021



While TransLink brings its systems back online following a ransomware attack, its Trip Planner and Next Bus services are showing scheduled times only. Real-time information is unavailable, so plan your trip online before you go. Printed timetables are also available by request – just call TransLink's Customer Information team.

[Find the most up-to-date information about service changes here](#)

TransLink's Safe Operating Action Plan

In addition to enhanced cleaning, TransLink is looking for innovative ways to keep Metro Vancouver moving safely as British Columbia's economy restarts.

Last November, TransLink trialed copper on high-touch surfaces in buses and SkyTrains. Results show that select copper products are durable and kill up to 99.9 per cent of all bacteria within one hour of contact with the surface. The pilot was funded by Teck Resources Limited, and a second phase will be launched in the coming months to verify the results with a larger data sample.

TransLink is also testing a technology called 'photocatalytic oxidation' (PCO) to sanitize air and surfaces on board transit vehicles. PCO works by circulating low levels of hydrogen peroxide to kill pathogens like viruses and is already in use in other sectors such as the hotel and restaurant industries. The one-month pilot began in March.

[Read more about TransLink's Safe Operating Action Plan](#)

Have your say: HandyDART Modernization

HandyDART is available to folks who can't use the conventional transit system without assistance. TransLink is considering how to improve the service for customers and ensure the sustainability of the service, and they want to hear from current customers, caregivers or loved ones, or anyone who works with people who have disabilities about potential registration and fare changes, how they should roll out Compass for HandyDART, and how to communicate with customers. [Have your say on TransLink's website](#)

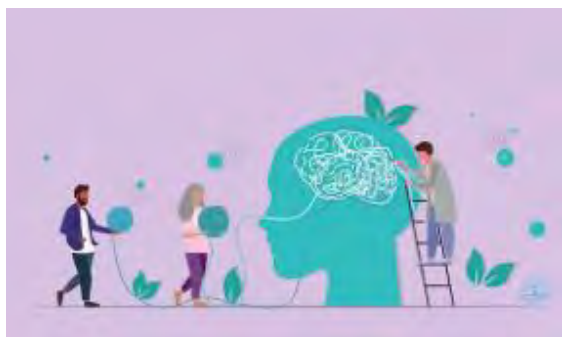
Upcoming Community Events

The UNA is offering a wide variety of COVID-safe community programming. These events and classes are open to anyone in the community – not just UNA members. Check out their website for the latest: www.myuna.ca

Postal Art Project

[Registration for seniors](#)

This project seeks to connect youth and seniors as pen pals. Participants will be invited to exchange 5 old fashioned posted letters, with each letter being a unique art project. Juli Talerico, artist and educator, will facilitate the process, compile art kits, provide an instructional video for each project and engage with participants by email. The kids section of this project is currently full, but there is still space for a few more adults aged 55 or older.



Strong At Heart

[Registration](#)

Emotional resilience is our inner capacity to continue participating meaningfully in life and to maintain a positive outlook even during difficult times. Register to expand your ability to promote wellbeing in our community. Facilitated by Angela Low, a specialist in emotional intelligence, positive psychology and child development.

Wednesdays, June 2 – June 23, 7:00 PM – 8:15 PM (FREE)

Trails and Tales

[Registration 19+](#)

Trails and Tales is designed to enrich the experience of walking and running in our local trails and promote safe and connected outdoor exercise. Join this six-week virtual program to get educational tips on the science behind exercise, its benefits to mental health and share your observations and reflections with a community of practice. Facilitated by Matthew Noseworthy, a Master of Science student in the Neuroscience program in the Aging, Mobility, and Cognitive Health Lab at UBC.

Mondays, May 17 – June 21, 5:00 PM – 6:00 PM (FREE)



[Theatre for the Young Audience: Oopsie](#)

Award-winning actress Candice Roberts shares this fun and clever story about growth mindset and the creative process. This interactive theatrical experience is composed by the weaving of shadow puppetry, original music, tap dance and physical comedy. Saturday, April 24 11:00 AM - 12:00 PM (FREE)



[Community Art Show: Register to perform!](#)

The community art show is an invitation to celebrate the art and self-expression produced by our community members. Music, poetry, dance and all forms of performance made by artists of all ages are more than welcome in our show.

Friday, April 30 Friday, 6:30 PM - 8:00 PM (FREE) .

[Mother's Day Celebration: Abayomi \(Free\)](#)

Let's celebrate Mother's Day learning how to make Abayomi, a traditional African doll made solely through knots. We will use the same technique and a variety of different fabrics to express our own culture and identity, taking this as an opportunity to connect with others and celebrate. Saturday, May 8 Saturday, 10:30 AM - 12:00 PM





April
2021

[Rise up and Sing](#)

Join Allison Anderson to sing and explore your voice from the comfort of your home. This virtual session will start with a vocal warm-up and a chance to stretch out, then we will work on songs, with recorded tracks. This is a program for the ones that would like to sing, whether you are a beginner or experienced.

From Old Mattresses to Disposable Masks, Put Waste in its Place

UNA Green Depot Rules

ACCEPTED

- ✓ Computers, Phones, TVs, and accessories
- ✓ Small Household Appliance
- ✓ Clothing and Textiles
- ✓ Household electronics (including cables)
- ✓ Soft Plastics (grocery bags, can rings, plastic wrap)
- ✓ Other Flexible Packaging (Chip bags, coffee bags, wrappers)
- ✓ Light bulbs (all types, Christmas decorations)
- ✓ Smoke and CO alarms
- ✓ Ink cartridges
- ✓ Styrofoam packing blocks
- ✓ Writing instruments

NOT ACCEPTED

- ✗ CRT Monitors
- ✗ Foam food containers (meat trays, egg containers)
- ✗ Broken light bulbs
- ✗ Commercial fire alarms
- ✗ Car parts
- ✗ Propane/Fuel tanks
- ✗ Large household appliances (mini-fridges, ovens)
- ✗ Residential recycling (containers, paper products, refundable containers)
- ✗ Thrift store items (books, household décor,

Spring is here! This marks a time when many residents feel the itch to clean their homes and dispose of seldom-used items. Metro Vancouver is reminding residents to help keep waste in its place and dispose of unwanted items properly.

With more residents spending time at home this year, construction and renovations are at an all-time high, and illegal dumping of construction materials is also on the rise. Contractors and do-it-yourselfers are reminded that illegal dumping is not only a crime — it also creates a hazard in our shared communities and costs tax dollars to clean up.

A list of safe disposal options for each Metro Vancouver community, information on donations, information on safe disposal methods for all sorts of items from construction materials to personal protective equipment (like masks and gloves), and links to local recycling and waste centres can be found at www.wasteinitsplace.ca.

Right here on the UBC Peninsula, the Green Depot in Wesbrook Village accepts many items such as clothing and plastic. This great community resource is open for recycling of the products listed in the green box to the left. You can read more about the Green Depot, including the hours it is open here.

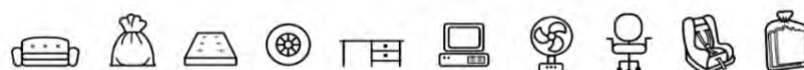
Old mattresses, broken microwaves and expired car seats aren't the only types of items that need to be considered. COVID-19 has seen the rise of a new kind of abandoned waste: personal protective equipment (PPE) such as masks and gloves.

Using disposable PPE has become an everyday practice. The region's residents trashed more than 500 million pieces of PPE last year according to a recent waste composition study, and a significant amount of PPE has been found littered on streets and in green spaces, causing headaches for residents and municipalities alike.



Residents should dispose of used PPE properly, securely bagging it and putting it in the garbage. If they are sick or caring for someone who is, used PPE should be bagged a second time. Research shows that more than half of residents are using reusable masks, which can reduce or prevent waste. <http://www.metrovanancouver.org/ppe>

Put waste in its place



RECYCLE | DONATE | DISPOSE

Register with BC's Online Vaccine Registration Program – Regardless of Your Age

Did you know that you can now register with BC's Online Vaccination registration system, regardless of your age? The process takes just a few minutes, and once you are in the system, you will be automatically notified when it is your turn to book a vaccination appointment. Click [here](http://www.gov.bc.ca/getvaccinated) to register (www.gov.bc.ca/getvaccinated). According to the BC Government, everyone is on track to receive a vaccine by end of June.



How to get vaccinated for COVID-19

Take BC's New COVID Survey

BC is launching a second of their COVID surveys. The first of these "SPEAK" surveys was launched last spring and was completed by over 400,000 residents. This new survey will help the provincial health office examine one year into the pandemic how British Columbians have been affected and how their experiences may inform recovery and re-opening. You can take the survey [here](http://www.bccdc.ca/about/news-stories/news-releases/2021/speak-2-us-again). (<http://www.bccdc.ca/about/news-stories/news-releases/2021/speak-2-us-again>)

Jen's Board and Committee Appointments for 2021

Below are the boards and committees that I serve on. Feel free to reach out to me if you would like to learn more.

- Metro Vancouver Regional District (MVRD) Board of Directors
- TransLink Mayors' Council for Regional Transportation
- Climate Action Committee, MVRD
- Finance and Intergovernmental Committee, MVRD
- Chair of the Electoral Area A Committee, MVRD
- Mayors' Committee, MVRD
- E-Comm Board of Directors
- Human Resources Committee, E-Comm
- Fraser Valley Regional Library Board of Directors
- Joint Regional Planning Committee for TransLink
- Ocean Watch Action Committee

Links & Connections

[Jen McCutcheon's Website](http://www.areaajen.ca)

www.areaajen.ca

[Jen McCutcheon's Facebook](https://www.facebook.com/AreaAJen)

www.facebook.com/AreaAJen

[Metro Vancouver](http://www.metrovanancouver.org)

www.metrovanancouver.org

[Mayors' Council on Regional Transportation](http://www.translink.ca)

www.translink.ca



THE UNIVERSITY OF BRITISH COLUMBIA

Campus + Community Planning

Memorandum

From: Celene Fung, Senior Policy Planner, Community Development and Engagement, Campus and Community Planning

To: UNA Board

Date: April 7, 2021

Subject: Monthly Update from Campus and Community Planning

UBC Response to COVID-19

Learn about the COVID-19 vaccine rollout at <https://immunizebc.ca/>. For UBC COVID-19 updates see <https://covid19.ubc.ca/>. Students, faculty, staff, and visitors are required to follow [UBC's COVID-19 Campus Rules](#) and use the BC self-assessment tool at <https://bc.thrive.health/> when on campus.

Film & Events Notification

Currently, some buildings are open for faculty, staff, and students. Events and programming may change. Updates will be provided as new information becomes available.

April

- April 12th to 27th. **Final exams.** In-person exams will be taking place
- April 19th, 20th, 21st, 26th, 27, 28th. Times vary either 5:20 pm to 8:30 pm and 6:00 pm to 8:10 pm. **Vancouver Youth Choir practices.** Thunderbird Blvd Parkade level 4.
- Daily to mid-August from 9:00 am to 7:00 pm. **COVID-19 immunization clinic.** Pharmaceutical Sciences Building. For more info see <https://planning.ubc.ca/news/how-get-covid-19-vaccine-clinic-ubc>. Thunderbird Parkade basement level, ground level and ramp to level 2 have been assigned for vaccination clinic parking.

May

- May 3rd, 4th, 5th, 10th, 11th, 12th. Times vary either 5:20 pm to 8:30 pm and 6:00 pm to 8:10 pm. **Vancouver Youth Choir practices.** Thunderbird Blvd Parkade level 4.
- May 24th. **Victoria Day.** UBC closed.
- Daily to mid-August from 9:00 am to 7:00 pm. **COVID-19 immunization clinic.** Pharmaceutical Sciences Building. For more info see <https://planning.ubc.ca/news/how-get-covid-19-vaccine-clinic-ubc>. Thunderbird Parkade basement level, ground level and ramp to level 2 have been assigned for vaccination clinic parking.

Community Development

Cherry blossom season is here! With support from Building Operations, Community Programs is animating four of the picturesque cherry blossom trees on-campus with wooden photo frames. The #UBCblossoms campaign runs all of April and encourages community members to go for an outdoor walk, find the frames and snap selfies and enjoy the short bloom season. Cherry blossom location details and resources can be found at <https://utown.ubc.ca/blossoms>

Development Project Updates

For more information on major development projects, please visit:
planning.ubc.ca/planning-development/projects-and-consultations

DP 07010-2: Logan Lane Townhomes – Heat Pump Addition

On April 6, 2021, a Development Permit amendment was issued for the addition of an air source heat pump and ductwork for a townhouse unit at Logan Lane and Eagles Drive in Hawthorne Place.

DP 20016T: Berwick Renovation Temporary Container

On March 25, 2021, a temporary development permit was issued for a storage container in the parking area of the Berwick Memorial Centre for some renovation work that is expected to be complete by the end of September 2021.

SLP 21009: Presidents Row Sanitary Lift Station Retrofit

On April, 2021, a Streets and Landscape Permit was issued for the retrofit of the existing sanitary lift station at the western end of President's Row. Work is expected to be completed by the end of July 2021.



Report Date: April 13, 2021
Meeting Date: April 20, 2021
From: Sundance Topham, Chief Administrative Officer
Subject: April Management Update

Background

The April 2021 Management Update is presented for information.

Decision Requested

For information

Discussion

CHIEF ADMINISTRATIVE OFFICER

In March and early April, a considerable amount of time was spent on governance and policy related items, as well as preparing information for the Joint Financial Task Force (JFTF) and human resources related items.

Some of the key areas that I worked on over the past month include the following:

Board Relations

- Attended Board and Committee meetings and supported Board initiatives, including ongoing work for the Joint Financial Task Force and the newly formed Neighbours Agreement Committee.
- Worked with the Chair and Governance and Human Resources Committee in relation to UNA Strategic Planning processes.
- Initial conversations with Campus and Community Planning to discuss process for establishing the new UNA-UBC Liaison Committee.
- Reached out to UBC Alma Mater Society (AMS) to discuss next steps in relation to UNA-AMS Joint Advisory Committee and AMS student representation on UNA committees and working groups.

COVID-19 Support

- Provided support on COVID-related policies and procedures – including examining and providing input on the operational changes required as a result of the ongoing Provincial Health Order for the Vancouver region. Management have started turning our attention to return to work planning.



Operations

- Provided support on agreements – including the proposed renewal of our UNA administrative office lease.
- Met with UBC representatives to discuss the proposed siting of the new Outdoor Basketball Court as a result of the proposed Hydrogen Fueling Station.
- Finalized the 2021-22 UNA Staff Workplan.

Finance

- Participated in year-end wrap up discussions, as well as preliminary discussions for updated budgeting processes for 2022-23.

Risk Management

- Preparations for the transfer of insurance responsibilities to the UNA – including discussions with UBC risk management and policy representatives. The updated insurance application has been sent to market.

Programs and Services

- Records Management work. We've received a final draft of our Records Management Assessment and Strategic Plan, Records Classification and Retention Schedule, Records Management Manual and Records Management Policy.
- Work on the UNA Facility Users Code of Conduct and UNACAO Policy.

Human Resources

- Held an all-staff meeting to discuss the new UNA Compensation Policy, updated UNA Employee Handbook and updated UNA Salary Bands.
- Undertook yearly performance reviews.
- Participated in a follow-up discussion with staff in relation to the Equity, Diversity and Inclusion (Racial Bias/Intercultural Awareness) training provided by the UNA.

Community Relations

- Responded to resident questions and concerns about off leash dogs, landscaping noise, outdoor lighting by the Old Barn as well as the UBC Vancouver Climate Action Plan.
- Preliminary discussions with Metro Vancouver Area A representative in regard to potential Community Works Fund process.
- Liaised with the RCMP E Division's Project Management Office team that is working on the Online Crime Reporting (OCRe) project. The OCRe is an online platform for the public to report non-emergency crimes to the RCMP. The goal is to add a section to the Public Safety Section of the UNA website to report the following types of non-emergency crimes:

- Lost Property
- Theft of Bicycle Under \$5000
- Theft Under \$5000
- Theft Under \$5000 from Vehicle
- Damage/Mischief Under \$5000 to Property
- Damage/Mischief Under \$5000 to Vehicle
- Driving Complaints
- Hit and Run to Unoccupied Vehicle or Property

COMMUNICATIONS

Website Load Time Improvements

Over the past few months we've been working to resolve slow load times on certain parts of the website that are being bogged down by large amounts of data being pulled from PerfectMind through a custom API.

Working within the limitations of the PerfectMind API, we optimized what we could from the website side by changing the page template so that we could separate the different areas of the pages and then used custom coding to make the API calls and load the program information.

The effect of this is that the website now loads pages quickly and the loading icon is displayed while that section of information continues to load. The isolation and slight delay of the API calls have helped speed up the content return from the API. This approach will make it more obvious to the user that program content is being loaded and allows them to access parts of the webpage rather than the delaying the load time of the entire webpage.

Spring/Summer 2021 Promotions

Communications Team continues our work in supporting the Recreation Team in the roll out of the Spring/Summer 2021 programs promotions. We have completed the creation of printed posters, digital assets, newspaper promotions and newsletter/website assets for spring programs.

Due to the changing pandemic landscape, we are pivoting from our original plan of creating a mid-season mail-outs to boost promotions for our summer season. Because things are shifting, it is becoming increasingly difficult to ensure that summer programs can run on schedule so for flexibility, we are shifting efforts from creating printed promotional materials to digital.

Establishing Communications Metrics

The Communications Team is currently doing some preliminary work on establishing a standard quarterly metrics report that highlights meaningful data that will help us inform the work that we do.

Internal Communications Survey for Front Desk and Fitness Centre Staff

Communications team worked with the Front Desk and Fitness Centre Leads to create a survey for their departments on how to better close communications gaps within the team, if any. The survey is ongoing and will be concluded by the end of April. Our plan is to take the results and see if there are ways we can improve our internal communications and engagement tools in order for the to be more effective for parttime and weekend workers.

Staff Support for CEAC Inaugural Meeting

The Community Engagement Advisory Committee had their inaugural meeting on March 31. A full report on the meeting will be submitted to the Board once the minutes are approved at the next CEAC meeting.

UNA Staff Profiles

The Communications team has rolled out a new internal communications initiative in order to help highlight staff member profiles and help strengthen good working relationships. UNA staff profiles include a short summary of their work responsibilities and projects, a brief professional/educational background and a section for each staff member to talk about their interests outside of the workplace. One or two profiles are published each week on the UNA Staff Newsletter.

Other Work:

- Completed all Communications Staff performance reviews
- Supported CAO in the communications rollout of the new Bylaws and Constitution launch
- Ongoing communications support in outdoor basketball court relocation
- Ongoing communications support for preliminary engagement of stakeholders for UBC's rapid transit project
- Communications support for Earth Day Sustainability Department project
- Support for signage production for Operations Department
- Communications support for the relaunching of UNA/UTown's 529 bike registration project
- Communications support for implementing standard end-of-season recreational program surveys



OPERATIONS

Sustainability - Greenway South Community Garden (Lot 10)

This garden has 30 (10" x 5") raised garden plots located near the UBC Farm entrance. At this moment, the UNA is waiting for UBC final approval for UNA's operations request.

Sustainability - Greenway North Community Garden (Lot 11)

This garden has 29 raised garden plots, 8 (7" x 3") and 21 (7" x 7") raised garden plots located behind the Oakwood Townhouse complex.

UNA will finalize license agreement (subjected to UNA Board's approval) and complete garden handover process with UBCPT for Lot 11 Community Garden after April monthly board meeting.

The UNA Sustainability department manages the administration, initial allotment, and annual renewal process of all three UNA community gardens. To apply for a garden plot, this person must be a UNA Resident with an active UNA Access Card. Garden plots are assigned on a first come first serve basis, according to the date of garden plot application. Once an application is received, gardener's name will be added to the waitlist.

Initial allotment process and plot selection process will be available online, and the process is almost fully automated. The intention is to combine initial allotment process for Greenway South Community Garden (Lot 10) and Greenway North Community Garden (Lot 11). This combined allotment process should take no more than 2 weeks to complete. Email notification to current gardeners and garden waitlist group will be available as soon as the UNA receive an operation approval from UBC.

Estimated Timeline (Updated)

- Mid April – UNA will finalize license agreement and complete garden handover process with UBCPT for Lot 11 Community Garden.
- Mid to Late April – UNA will receive operation approval from UBC for the Lot 10 Community Garden. Initiate garden allotment process will begin immediately after Lot 10 approval.
- Late April to May – Official opening for both Greenway South and Greenway North Community Gardens.

Pollinator Pockets

A pilot program that encourages community to steward pollinator habitats and support biodiversity. Three new hexagonal gardens have been built and installed at Hawthorn,

Rhodo, and Nobel garden sites. The UNA will select pollinator gardener groups by distributing an online application for current and waitlisted gardeners to express interest in volunteering to care for the pollinator pockets.

Wesbrook Community Centre Gym Motorized Blinds Upgrade

Eight regular and black out blinds located next to the gym stage windows sit 15 ft off the ground. These blinds came equipped and operate with a very long blind cord. Given the unusual length, this blind cord presents an ongoing operation challenge for our staffs (prone to blind malfunction) and the cord itself also presents a strangulation hazards for younger children.

As part of improvement project to address both the operation and safety concern, all blinds will be upgraded to a motorized cordless blind, that are wireless controlled using a remote-control panel.

Street Signage Repair and Update

A new round of street signage repair and updates will take place at the end of March. The purpose is to address some signage deficiencies along the following area:

- Ross Drive North – Repair and update 2 hour parking signage
- Birney Ave East near Ross Drive – Remove inactive bus stop and replace with 1 hour parking signage
- Hampton Place East – Install missing signage.
- Hampton Place West near crosswalk – Update signage post and replace crosswalk signage
- *Thunderbird Boulevard – Update 2 hour parking signage*

The East Mall / Eagles Drive Pedestrian Crossing Upgrade Project

Happy to announce the new crosswalk is in operation as of March 2021.

New crosswalk design will:

1. Shortened crossing distance
2. Include a new pedestrian activated crosswalk
3. Include new traffic calming features (e.g. speed bumps on East Mall)
4. New signage

The Wesbrook Mall Crosswalk Improvement Project

A new section of yellow delineators was installed along the Wesbrook Mall crosswalk in the Wesbrook Commercial Core area adjacent to Norman Mackenzie Square. The

purpose of these new delineators is to prevent drivers from overtaking a stationary bus while the bus is stopped at the bus stop.

This crosswalk is a high foot traffic area and the UNA have identified it as a problematic area. Historically, residents have reported multiple incidents of vehicles going into the opposite lane just to overtake a stationary bus, and near misses with pedestrians while they are in the crossing. This issue is applicable to both North Bound and South Bound traffic.

UNA staff collaborated with the UBC Traffic Engineer to come up with this solution to address the ongoing issue. UNA staff will monitor pedestrians and driver behavior in this crosswalk, as well as congestion near Birney Ave. Residents should also consider using alternate routes like Binning Road to access 16th Avenue West or using Ross Drive to access 16th Ave West.

Landscaping Pilot Project Updates

In February 2021 the UNA collaborated with an external landscape equipment supplier Greenwork Commercial to facilitate an onsite electric landscape equipment demonstration with UNA landscaping teams.

Meridian Landscaping and Badger Earthworks were invited to attend the demonstration program. Greenworks Commercial also provided a 1-week free rental program to UNA's landscaping teams to showcase their new electric powered equipment.

Both landscaping teams had positive comments and feedbacks on the new equipment.

As for Hawthorn Park Space Pilot Project - the UNA is working closely with Meridian Landscaping to implement the rollout of new electric landscaping equipment in Hawthorn Park Spaces. As of April 7, Meridian is at the final stage of purchasing and procurement of new electric power equipment from both Greenworks Commercial and their existing electric powered equipment supplier from STIHL.

If there is no significant delay in equipment supply, residents should see new electric powered landscaping equipment running in Hawthorn Park Spaces beginning in the 2nd week of April.

A UNA Landscape Management Plan proposal – outlining the proposed items to be included in a UNA Landscape Management Plan will be coming to the May Board meeting. Operations will also be working proactively with Communications to provide regular updates on the rollout of our landscaping improvements.

Street Cleaning Updates

Street cleaning in Hawthorn, Wesbrook, Hampton, East Campus and Chancellor areas began at the end of March 2021, the project was completed as of April 14, 2021.

Fall 2021 street cleaning will be scheduled from the late November 2021. On-street parking will be restricted on the day of fall street cleaning, parking restriction signage and notice will be provided ahead of the street cleaning. Alternative on-street parking arrangement will be also available on the day of Fall street cleaning for UNA residents.

Hampton Pathway Improvement Project

The pathway between the Stratford and the Regency is a well use route by UNA residents, Norma Rose students (Walk'n Roll to School Program) and cyclists.

The improvement project focus on pedestrian safety and to address sightline issue at the end of the pathway. This project includes the following items:

1. Paver restoration to repair uneven raised pavers.
2. Concrete edging adds overall strength and prevents the lateral movement of pavers.
3. Tree pruning in the east end to improve sightline for both pedestrians and cyclists.

Wesbrook Community Programmer Office Tenant Improvement Project

The objectives of this project:

1. Improve overall efficiency and use of office space.
2. Enhance privacy when needed in an open office setting.
3. Maintain ability to collaborate between desks.
4. Promote health working environment.

A new round of ergonomic assessment was completed as a part of office space improvement project. This project is almost complete and pending for the final delivery of divider panels.

Old Barn Security Gate Installation Project

A new security gate to block off access to the Common Area when Bean Around The World is open and the Old Barn Community Centre is closed has been installed, and the gate is in operation.

FINANCE

Highlights of major activities:

- Departmental Review and Budget Roll Out
- Planning for Year End and Audit
- Joint Financial Task Force (JFTF)



Details:

Departmental Review and Budget Roll Out:

Annual Departmental review was completed in March. At year end, the Finance Team had a meeting with each department head to go over the finance team's deliverables and take suggestions to help improve our service level of the upcoming year. During the meeting, we also rolled out the new fiscal year budget and discuss any other related concerns or questions.

Planning for Year End and Audit:

Already started the work for fiscal year end and aim to close the book by the first week of May. Planning for the annual audit work is already underway to ensure we meet CRA reporting and internal reporting requirements and deadlines. Audit field work will start at the second week of May and aim to have the draft statements ready for the Board to review at our July Board Meeting.

Joint Financial Task Force (JFTF):

Continue working with CAO and UBC Team to go over some of the options we have regarding the Athletics Access Fee and Community Access Fee. As Schedule F of the Neighbours Agreement 2020 (which contains the Athletic Access Fee) is being reviewed by the Neighbours Agreement Committee, changes will be reviewed by both the Neighbours Agreement Committee and the Finance and Audit Committee before coming to the Board.

This review is underway, with the Finance and Audit Committee having received information in regard potential fee options – additional work is required on the principles and access portion of Schedule F – and the Neighbours Agreement Committee will be reviewing this once staff have had a chance to review options with UBC staff.

RECREATION

Provincial Health Order

The PHO was updated as of March 31st, 2021. Adult low intensity physical activity programs have been suspended and there is a requirement for masks to be worn during indoor individual adult exercise and while in the fitness centre space. The UNA Recreation Department updated our COVID-19 Safety Plan and alerted staff accordingly. The present restrictions are in place until April 19th, 2021 at which time we anticipate further updates from the PHO.

Spring Programs

Programs affected by the above adult low intensity physical activity programs include;



- Chinese Folk Dance - New start dates: April 21, 23, 26
- Yoga in Mandarin - New start date April 24
- Vinyasa Yoga - New start date April 20
- Exhilarate Yoga - First class on zoom
- Gentle Yoga - First class on zoom

Spring Programs began April 12th. In total 803 participants have registered for over 90 programs being offered. Strong participation rates are encouraging and may reflect the communities need or ease in returning to recreational program activities despite the present restrictions.

Summer Programming

The UNA Recreation Department has expanded its summer camp opportunities. We will be running two weekly internal Summer Adventure Camps with a maximum capacity of 10 campers per camp from July 5th to September 3rd. These camps will be staffed by Canada Summer Jobs (CSJ) students, in which we are planning on hiring four CSJ students providing that the funding is approved. 13 summer camps will be run by external contractors throughout the summer at both WCC and OBCC. Presently, there are 127 participants registered for the full compliment of summer camps totaling 303 available spots.

A full compliment of summer programs will be available for registration on May 31st, 2021.

Human Resources

Annual Performance Reviews have been initiated in the department and will be led by the Manager, Assistant Rec Manager, Fitness Supervisor and Front Desk Supervisor with support from Font Desk Lead. As the largest department in the organization this is a time-consuming project that we are anticipating completing by mid May.

Financial Implications

None

Operational Implications

None



Strategic Objective

None

Attachments

None

Concurrence

1. Andrew Clements, Recreation Manager
2. Athena Koon, Finance Manager
3. Glenda Ollero, Communications Manager
4. Wegland Sit, Operations Manager

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', written over a horizontal line.

Sundance Topham
Chief Administrative Officer



Report Date: April 13, 2021
Meeting Date: April 20, 2021
From: Sundance Topham, Chief Administrative Officer
Subject: 2020-21 UNA Staff Work Plan – Fourth Quarter Update

Background

The 2020-21 UNA Staff Work Plan – Fourth Quarter Update is presented for information.

Decision Requested

For information

Discussion

The 2020-21 UNA Staff Work Plan was provided to the Board at the July 21st, 2020 meeting.

This update is comprised of the work that has taken place since then – and is up-to-date through until the end of March.

Four major items have dominated the staff work plan over the last quarter – the first is COVID and the effect that this had on operations – including the need to change major organizational processes and procedures. The second is governance-related work, including changes associated with the new Bylaws as well as internal UNA governance process improvements. The third is the budgeting and financial processes – including financial process changes and the Joint Financial Task Force work, and the fourth major item has been human resources – including major policy and procedures updates.

There are a number of items that are still incomplete from the 2020-21 Staff Work Plan. The majority of these items will role into the 2021-22 work plan, which is presented for approval at this meeting.

Financial Implications

The initiatives contained within the work plan were funded through the 2020-21 approved budget.



Operational Implications

None

Strategic Objective

The 2020-21 UNA Staff Work Plan moves forward all four of the Board's strategic initiatives:

1. UNA Governance
2. Financial Sustainability
3. Operational Capacity
4. Community and Stakeholder Relations

Attachments

1. Schedule A – 2020-21 UNA Staff Work Plan – Fourth Quarter Update.

Concurrence

1. Andrew Clements, Recreation Manager
2. Athena Koon, Finance Manager
3. Glenda Ollero, Communications Manager
4. Wegland Sit, Operations Manager

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', written over a horizontal line.

Sundance Topham
Chief Administrative Officer

STRATEGIC PLAN 2019-2022

UNA STAFF WORK PLAN 2020-2021 – Fourth Quarter Update

UNA GOVERNANCE		
Explore opportunities to evolve governance to meet the changing needs of a growing population and community, including a review of the decision-making mechanisms of the UNA to ensure the organization can respond to community needs.		
<p>Strategy:</p> <p>The decision-making mechanisms of the UNA will be reviewed to ensure they meet the needs of a growing community.</p>	<p>Goals:</p> <p>Review the bylaws and constitution</p> <ul style="list-style-type: none"> • Support the Bylaw Review Working Group established by the Board of directors. • Support the Board on any changes to the bylaws and the <i>Neighbours' Agreement</i>. • With Board support plan and host a 2020 Extraordinary General Meeting (Special General Meeting) to present an updated bylaw and constitution to UNA members. <p>Review the Board's and director's roles and responsibilities within the context of the UNA's municipal-like mandate</p> <ul style="list-style-type: none"> • Led by the Board with staff support as needed. 	<p>Progress:</p> <p>Review the bylaws and constitution</p> <ul style="list-style-type: none"> • The UNA held a Special General Meeting on September 30. Both the bylaws and constitution were approved by over 90 per cent of the members who voted. Bylaws and Constitution have been filed with the province • Provided support to the UNA Negotiating Committee with their work on obtaining insurance and the new Neighbours Agreement Committee with their work in amending NA2020. <p>Review the Board's and director's roles and responsibilities within the context of the UNA's municipal-like mandate</p> <ul style="list-style-type: none"> • Provided support to the UNA Board Procedures Working Group. • Preparing options for required Annual General Meetings and Elections. • Prepared for a potential Director recruitment process.

	<p>Articulate and clarify the relationship between the UNA, UBC and UBC Properties Trust, and explore opportunities to enhance and strengthen the relationship</p> <ul style="list-style-type: none"> Led by the Board with staff support as needed. 	<ul style="list-style-type: none"> Creation of a Delegation of Authority and Chief Administrative Officer Policy. <p>Articulate and clarify the relationship between the UNA, UBC and UBC Properties Trust, and explore opportunities to enhance and strengthen the relationship</p> <ul style="list-style-type: none"> Supported the Board through their various committees and working groups (Neighbourhood Liaison Committee, Quarterly Executive Committee, Joint Financial Task Force).
<p>FINANCIAL SUSTAINABILITY</p> <p>Explore opportunities to address the cost of core services to meet community needs, potential revenue generation, and the alignment of resource allocation with the mandate and identified priorities.</p>		
<p>Strategy:</p> <p>The UNA is financially sustainable over the long term.</p>	<p>Goals:</p> <p>Determine core service levels and costs to maintain those services and align budget allocation to those benchmarks</p> <ul style="list-style-type: none"> Create a five-year staffing and office space needs assessment. Participate in the UNA/UBC Joint Financial Task Force. Re-examine the print numbers and distribution of the UNA Program Guide. 	<p>Progress:</p> <p>Determine core service levels and costs to maintain those services and align budget allocation to those benchmarks</p> <ul style="list-style-type: none"> Initial discussions underway for creation of five-year staffing plan. Office space needs assessment to take place in 2021-22 fiscal year. Participated in the ongoing work of the UNA/UBC Joint Financial Task Force (JFTF).

	<ul style="list-style-type: none"> In conjunction with UBC undertake a condition assessment of UNA infrastructure. <p>Review the reserves policy in partnership with UBC</p> <ul style="list-style-type: none"> With the Finance Manager and UNA Finance Committee, examine the reserves (both long and short term), with the goal of increased clarity in regard to reserve contribution levels, asset management planning and operational/capital roles and obligations. Set timelines for review and revision of UNA reserve policies. <p>Continue to explore financial models with the University Neighbourhoods Liaison Committee</p> <ul style="list-style-type: none"> Ongoing with UBC Neighbourhoods Liaison Committee 	<ul style="list-style-type: none"> Program guide currently being provided in a hybrid format, both online and with a reduced print run. Finalizing the scope of work for the condition assessment of UNA infrastructure with UBC. <p>Review the reserves policy in partnership with UBC</p> <ul style="list-style-type: none"> Initial discussions underway with UBC. Currently part of the JFTF process. <p>Continue to explore financial models with the University Neighbourhoods Liaison Committee</p> <ul style="list-style-type: none"> Initial conversations to take place as part of the JFTF. Continue to work with UBC for long term financial sustainability.
<p>OPERATIONAL CAPACITY</p> <p>Continue the foundational work to streamline processes, build staff skills and ensure there are adequate resources to support the Board and the UNA in meeting its mandate.</p>		
<p>Strategy:</p> <p>The UNA has the administrative resources and processes in place to deliver mandated services and</p>	<p>Goals:</p> <p>Develop a professional development and compensation policy</p>	<p>Progress:</p> <p>Develop a professional development and compensation policy</p>

<p>support the work of the Board.</p>	<ul style="list-style-type: none"> • Continue work on salary bands and ensure current compensation model is transparent to staff. • Develop annual employee goal setting, performance metrics, annual performance reviews. • Formalize professional development policy and departmental allotment. • Investigate linkages with existing local government professional organizations (Local Government Management Association, Union of British Columbia Municipalities). <p>Create and implement metrics to measure service delivery</p> <ul style="list-style-type: none"> • Explore what metrics we would like to track and what is presently within our capacity to do so. <p>Develop a robust IT platform that supports internal and external information exchange</p> <ul style="list-style-type: none"> • Update and initiate migration of UNA filing system to the cloud. • Archive ActiveNet data. • Develop a communication platform in MS SharePoint to support strata chairs and facilitate the exchanging of ideas, sharing of contractor information and collaboration between buildings. 	<ul style="list-style-type: none"> • UNA Job Descriptions have been updated. • Finalized new compensation bands and updated UNA Compensation Policy. • Updated performance review templates. • Work on formalizing professional development policy continues. To be tasked to new Finance Manager. • Senior leadership has signed up for membership with the Local Government Management Association. <p>Create and implement metrics to measure service delivery</p> <ul style="list-style-type: none"> • No progress to date. <p>Develop a robust IT platform that supports internal and external information exchange</p> <ul style="list-style-type: none"> • No progress to date in regard to migration of UNA filing system to the cloud. Awaiting finalization of the Records Management Plan prior to migration. • ActiveNet data has been archived. • In preparation for the communication platform development, strata chairs and property management company information have been recently updated. The Terms and Conditions and training material for the usage of such online
---------------------------------------	--	--

	<ul style="list-style-type: none"> Identify and evaluate options for cloud-based accounting solutions offered by Sage. <p>Align operations and allocation of resources with strategic priorities</p> <ul style="list-style-type: none"> Create and implement a records management plan. Begin the creation of a standardized training manual online to ensure efficient training of new staff members. Continue to develop a business case scenario for the effective delivery of virtual programming. Initiate a general policy and internal procedure review. Index existing policies and procedures, identify policy gaps and create a list of missing policies and procedures. Initial Board input on Board Policies to be provided through Governance and Human Resources committee. 	<p>communication platforms are in development.</p> <ul style="list-style-type: none"> No progress to date in regard to identifying and evaluating options for cloud-based accounting solutions offered by Sage. Awaiting finalization of the Records Management Plan prior to evaluation. Implementing new Dayforce Time Management solution for payroll. <p>Align operations and allocation of resources with strategic priorities</p> <ul style="list-style-type: none"> Records Management Plan contractor has been retained. Currently undertaking preliminary work, with the final plan scheduled to be completed in the first quarter of the upcoming fiscal year. Training manual project has been re-started. An initial investigation of current trends for the effective delivery of virtual programming is continuing, including general risk assessment of programs being led outside of UNA facilities. General policy and internal procedure review underway. Indexing of existing policies completed. Policies being updated or created include a Delegation of Authority Policy, a Compensation Policy, a UNA Facility Users Code of Conduct, Recreation Hiring Procedures, and a Chief Administrative Officer Policy.
--	---	--

COMMUNITY AND STAKEHOLDER RELATIONS

Identify and implement initiatives and processes to identify community needs and engage the community in ways that support the UNA's vision of being "the place people choose to live."

Strategy: Improve civic engagement to support evidence-based decision making that is aligned with the UNA's mandate.

Goals:

Develop more robust engagement tools to assess community needs

- Launch a newsletter campaign to boost community newsletter distribution list.

Create feedback tools for residents and other stakeholders

- Develop modular engagement kits for onsite events.

Adapt and implement the Advisory Committee report in phases starting with the Community Engagement and Land Use Advisory Committees

- Review the Fletcher Report on committees and confirm whether the recommendations contained within the report are still valid.
- Implement Community Engagement Advisory Committee in conjunction with a review of potential surveys, focus groups and other mechanisms to assess needs, demographics and identify gaps in light of the impacts of COVID-19.

Progress:

Develop more robust engagement tools to assess community needs

- Launched a mini-campaign to promote and boost the community newsletter.
- To be referred to Community Engagement and Advisory Committee for other potential ways of promotion..

Create feedback tools for residents and other stakeholders

- Removed from work plan due to COVID implications.

Adapt and implement the Advisory Committee report in phases starting with the Community Engagement and Land Use Advisory Committees

- No progress in regard to reviewing the Fletcher Report on committees and confirming whether the recommendations contained within the report are still valid.

	<ul style="list-style-type: none"> Create Land Use Advisory Committee. <p>Reinforce the relationship between the UNA and the UBC academic community.</p> <ul style="list-style-type: none"> Led by the UNA Board of Directors. 	<ul style="list-style-type: none"> Community Engagement Advisory Committee has been created. A draft Land Use Advisory Committee Terms of Reference are under development. <p>Reinforce the relationship between the UNA and the UBC academic community.</p> <ul style="list-style-type: none"> Support the Board as needed.
--	---	--



Report Date: April 7, 2021
Meeting Date: April 20, 2022
From: Sundance Topham, Chief Administrative Officer
Subject: 2021-22 UNA Staff Work Plan

Background

The 2021-22 UNA Staff Work Plan is presented for Board Approval.

Decision Requested

THAT the Board approve the 2021-22 UNA Staff Work Plan.

Discussion

The 2021-22 UNA Staff Work Plan is attached for Board review and approval. The work plan ties in directly with the UNA Strategic Plan, and consists of projects and initiatives that are undertaken in conjunction with the day-to-day operations of the organization.

The proposed 2021-22 work plan builds on the work that has taken place in 2020-21, and reflects the fact that we're still in a unique time, with the organization dealing with the ongoing effects of COVID-19, as well as implementing a number of major governance projects.

Typically about 70 per cent of the work that takes place in the organization is day-to-day operational in nature, with the other 30 per cent consisting of projects directly related to strategic priorities.

The staff work plan is a direct result of the organizational strategic plan and budgeting process. In order for the organization to perform in a healthy manner all three processes need to be aligned – with the Strategic Plan setting the overall context for the organization, with the specific projects and action items then flowing in as priorities for the budget. The staff work plan then follows the finalization of the budget, and highlights the items above and beyond the core day-to-day operations.

The Board is involved in all three phases of these processes, providing Policy guidance in the creation of the Strategic Plan, approving the overall operations of the organization through the approval of the budget, and finally signing off on the resulting staff work plan.

Financial Implications

The initiatives contained within the proposed work plan are funded through the 2021-22 approved budget.

Operational Implications

The attached draft 2021-22 Staff Work Plan takes into account the impacts of COVID-19 and existing operational capacity.

Strategic Objective

The attached draft 2021-22 UNA Staff Work Plan moves forward all four of the Board's strategic initiatives:

1. UNA Governance
2. Financial Sustainability
3. Operational Capacity
4. Community and Stakeholder Relations

Attachments

1. Draft 2021-22 UNA Staff Work Plan.

Concurrence

1. Andrew Clements, Manager of Recreation
2. Glenda Ollero, Manager of Communications
3. Morgan Chung, Manager of Finance
4. Wegland Sit, Manager of Operations

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', is written over a horizontal line.

Sundance Topham
Chief Administrative Officer

STRATEGIC PLAN 2019-2022

UNA STAFF WORK PLAN 2021-2022

UNA GOVERNANCE

Explore opportunities to evolve governance to meet the changing needs of a growing population and community, including a review of the decision-making mechanisms of the UNA to ensure the organization can respond to community needs.

Strategy: The decision-making mechanisms of the UNA will be reviewed to ensure they meet the needs of a growing community.

Goals:

Review the Board's and director's roles and responsibilities within the context of the UNA's municipal-like mandate

- Led by the Board with staff support as needed.

Articulate and clarify the relationship between the UNA, UBC and UBC Properties Trust, and explore opportunities to enhance and strengthen the relationship

- Support the Board and Neighbours Agreement Committee on any changes to *Neighbours' Agreement 2020*.

FINANCIAL SUSTAINABILITY

Explore opportunities to address the cost of core services to meet community needs, potential revenue generation, and the alignment of resource allocation with the mandate and identified priorities.

Strategy: The UNA is financially sustainable over the long term.

Goals:

Determine core service levels and costs to maintain those services and align budget allocation to those benchmarks

- Create a five-year staffing plan and office space needs assessment.
- Participate in the UNA/UBC Joint Financial Task Force.
- In conjunction with UBC undertake a condition assessment of UNA infrastructure.

Review the reserves policy in partnership with UBC

- With the Finance Manager, the Finance Committee and UBC, examine the reserves (both long and short term), with the goal of increased clarity in regard to reserve contribution levels, asset management planning and operational/capital roles and obligations.
- Set timelines for review and revision of UNA reserve policies.

Continue to explore financial models with the University Neighbourhoods Liaison Committee

- Ongoing with UNA-UBC Liaison Committee

OPERATIONAL CAPACITY

Continue the foundational work to streamline processes, build staff skills and ensure there are adequate resources to support the Board and the UNA in meeting its mandate.

Strategy:

The UNA has the administrative resources and processes in place to deliver mandated services and support the work of the Board.

Goals:

Develop a professional development and compensation policy

- Formalize professional development policy and departmental allotment.

Create and implement metrics to measure service delivery

- Explore what metrics we would like to track and what is presently within our capacity to do so.

Develop a robust IT platform that supports internal and external information exchange

- Update and initiate migration of UNA filing system to the cloud.
- Develop a communication platform in MS SharePoint to support strata chairs and facilitate the exchanging of ideas, sharing of contractor information and collaboration between buildings.
- Identify and evaluate options for cloud-based accounting solutions offered by Sage.

Align operations and allocation of resources with strategic priorities

- Create and implement a return from COVID human resources work plan.
- Create and implement a records management plan.
- Finalize a standardized training manual online to ensure efficient training of new staff members.
- Continue to develop a business case scenario for the effective delivery of virtual programming.
- Continue the policy and internal procedure review. Index existing policies and procedures, identify policy gaps and create a list of missing policies and procedures. Initial Board input on Board Policies to be provided through Governance and Human Resources committee.

COMMUNITY AND STAKEHOLDER RELATIONS

Identify and implement initiatives and processes to identify community needs and engage the community in ways that support the UNA's vision of being "the place people choose to live."

Strategy: Improve civic engagement to support evidence-based decision making that is aligned with the UNA's mandate.

Goals:

Develop more robust engagement tools to assess community needs

- Launch a newsletter campaign to boost community newsletter distribution list.

Create feedback tools for residents and other stakeholders

- Develop modular engagement kits for onsite events.

Adapt and implement the Advisory Committee report in phases starting with the Community Engagement and Land Use Advisory Committees

- Create Land Use Advisory Committee.

Reinforce the relationship between the UNA and the UBC academic community.

- Led by the UNA Board of Directors.



Report Date: April 8, 2021
Meeting Date: April 20, 2021
From: Sundance Topham, Chief Administrative Officer
Subject: 2022-23 Strategic Planning Options

Background

The University Neighbourhoods Association (UNA) Strategic Plan runs through until the end of the current fiscal year. Discussion needs to take place in regard to the best method for updating/renewing the UNA Strategic Plan, as this should take place prior to undertaking budgeting for 2022-23.

Decision Requested

THAT the Board extend the current strategic plan for another year given the uncertainty that the COVID-19 pandemic presents to the UNA.

Discussion

The UNA Strategic Plan runs through until the end of the current fiscal year, and should be updated or renewed prior to starting the budgeting process (Staff begin the budgeting process in August with the first version to the Finance Committee in October).

Although there are varying processes used by different entities, typically a strategic plan for an organization with elected officials is updated in a more fulsome process by the newly elected officials, and then given a yearly review to check on the implementation of the plan – with adjustments made if necessary.

The timeframe for strategic plans can vary, but in a local government setting most strategic plans match the term of office.

The UNA is in a unique situation, as due to the way our old bylaws functioned in relation to election cycles, as well as organizational leadership changes that have affected best practices, the current group of elected officials has not had a chance to review the existing strategic plan as a group.

If held at the beginning of a term in office, a typical strategic planning process would include support from an outside consultant, and be composed of the following processes:

- Consultant led Environmental Scan/SWOT analysis – elected officials – completed in advance.
- Consultant led Environmental Scan/SWOT analysis – senior staff – completed in advance.
- Consultant led day-long strategic planning process, including:
 - Overview of the strategic planning process/workshop overview
 - Financial summary of the organization
 - Review of current strategic plan
 - Summary of organizational issues raised (both elected officials and staff)
 - Review and prioritization of issues
 - Proposed changes to existing strategic plan
 - Review of resources available to support updated plan
 - Plan update - Draft
 - Possible release of plan for public input
 - Plan finalization – At an open Board meeting

This work would build upon training that elected officials would have received immediately after being elected – third party training tailored specifically in relation to roles and responsibilities, organizational overview, legislative overview, etc.

For a more basic yearly review, the process is similar, but usually more condensed, and is typically run by senior staff in a smaller organization, or by an outside consultant in a larger organization. A potential yearly review process would look like this:

- Staff led day-long strategic planning process, including:
 - Overview of the strategic planning workshop
 - Financial summary of the organization
 - Review of current strategic plan
 - Review of items completed within the fiscal year (to be removed or adjusted)
 - Potential adjustments (elected officials asked to brainstorm in advance – bring ideas to the meeting)
 - Review of proposed updates to strategic plan
 - Review of resources available to support updated plan
 - Plan update - Draft

- Plan finalization – At an open Board meeting (possible public consultation)

Based on the process overview as presented above, staff are looking for confirmation from the Board in regard to the best approach to take for upcoming strategic planning – with two main proposed paths.

1. Extend the current strategic plan (unchanged) for one more year.
2. Hold a strategic planning session in the first quarter of the 2021-22 fiscal year to review and revise the strategic plan – minor adjustments.

Considerations:

- With the current fiscal year end, budgeting cycle and election cycle, in order to have the strategic plan in place prior to the budget process starting, the outgoing Board will always be responsible for determining the strategic plan for the first fiscal year of the new Board.
- The entire Board will come up for election by this fall. Although there is nothing stopping the current Board from reviewing and revising the existing strategic plan – consideration should be given to the new election process.
- COVID has impacted elements of the strategic plan, both by diverting internal resources to other projects, and by limiting public engagement opportunities. Due to the impacts of COVID a number of local governments have chosen to extend their current strategic plans by one year.

Current Status of Strategic Plan:

- A number of items in the current plan have been completed or are underway, and some have had no progress or are ongoing items, with no clear end date. The outstanding items from the Strategic Plan still feel relevant – and it is anticipated that a number of these items will be completed in the upcoming fiscal year.
 - Completed:
 - Review the bylaws and constitution.
 - In Process:
 - Review the Board's and director's roles and responsibilities within the context of the UNA's municipal-like mandate.
 - Articulate and clarify the relationship between the UNA, UBC and UBC Properties Trust, and explore opportunities to enhance and strengthen the relationship.

- Determine core service levels and costs to maintain those services and align budget allocation to those benchmarks.
- Review the reserves policy in partnership with UBC.
- Continue to explore financial models with the University Neighbourhoods Liaison Committee.
- Develop a professional development and compensation policy.
- Develop a robust IT platform that supports internal and external information exchange.
- Develop more robust engagement tools to assess community needs.
- Adapt and implement the Advisory Committee report in phases starting with the Community Engagement and Land Use Advisory Committees
- No Progress:
 - Create and implement metrics to measure service delivery.
 - Create feedback tools for residents and other stakeholders.
 - Reinforce the relationship between the UNA and the UBC academic community.
- Ongoing:
 - Align operations and allocation of resources with strategic priorities.

Financial Implications

None

Operational Implications

None

Strategic Objective

UNA Governance – Review the Board’s and Directors roles and responsibilities within the context of the UNA’s municipal-like mandate.

Attachments

1. Schedule A – 2019-2022 UNA Strategic Plan



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

**UNA BOARD MEETING
OPEN SESSION**

Concurrence

None

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', is written over a horizontal line.

Sundance Topham
Chief Administrative Officer

STRATEGIC PLAN

This is the UNA's first Strategic Plan, developed by the Board and senior management over a number of months. The size of the community and the complexity of the issues facing it require a new approach to address them. This is a practical plan, rooted in concrete actions that will be developed annually as mechanisms to meet the goals defined below. There is no shortage of good ideas or initiatives that would benefit the community as a whole. Every municipal-like entity whether it is a not-for-profit, a municipal council, or a regional district, is facing difficult decisions to ensure limited resources are appropriately allocated. This is a critical step for the UNA as it evolves to meet community needs.

The four strategic directions are listed below with goals under each heading. They are not listed in any priority order as all four areas will be addressed over the next three years. The strategies will inform the actions taken to achieve the goals. Each year, as part of the planning and budget process, an annual work plan will be developed in parallel with the budget process to ensure that resources are allocated to priorities and any new initiatives or projects are appropriately resourced. Community and stakeholder engagement is a key element.

A. UNA Governance

Explore opportunities to evolve governance to meet the changing needs of a growing population and community, including a review of the decision-making mechanisms of the UNA to ensure the organization can respond to community needs.

Strategy: Review decision-making mechanisms of the UNA to ensure they meet the needs of a growing community.

Goals:

- 1 Review the bylaws and constitution
- 2 Review the Board's and director's roles and responsibilities within the context of the UNA's municipal-like mandate
- 3 Articulate and clarify the relationship between the UNA, UBC and UBC Properties Trust, and explore opportunities to enhance and strengthen the relationship

B. Financial Sustainability

Explore opportunities to address the cost of core services to meet community needs, potential revenue generation, and the alignment of resource allocation with the mandate and identified priorities.

Strategy: The UNA will be financially sustainable over the long term.

Goals:

- 1 Determine core service levels and costs to maintain those services and align budget allocation to those benchmarks
- 2 Review the reserves policy in partnership with UBC
- 3 Continue to explore financial models with the University Neighbourhoods Liaison Committee

C. Operational Capacity

Continue the foundational work to streamline processes, build staff skills and ensure there are adequate resources to support the Board and the UNA in meeting its mandate.

Strategy: The UNA will have the administrative resources and processes in place to deliver mandated services and support the work of the Board.

Goals:

- 1 Develop a professional development and compensation policy
- 2 Create and implement metrics to measure service delivery
- 3 Develop a robust IT platform that supports internal and external information exchange
- 4 Align operations and allocation of resources with strategic priorities

D. Community and Stakeholder Relations

Identify and implement initiatives and processes to identify community needs and engage the community in ways that support the UNA's vision of being "The place people choose to live."

Strategy: Improve civic engagement to support evidence-based decision making that is aligned with the UNA's mandate.

Goals:

- 1 Develop more robust engagement tools to assess community needs
- 2 Create feedback tools for residents and other stakeholders
- 3 Adapt and implement the Advisory Committee report in phases starting with the Community Engagement and Land Use Advisory Committees
- 4 Reinforce the relationship between the UNA and the UBC academic community



From: Bill Holmes, UNA Director
Date: April 13, 2021
Subject: Proposed CAO Policy

Decision Requested

At its meeting on April 13, the Governance and Human Resources Committee adopted the following motion:

THAT the Committee recommend that the Board approve the proposed Chief Administrative Officer Policy, version 4 dated April 8, 2021.

(Although I am not a member of that committee, I have been asked to prepare a report to the Board as the drafter of the policy.)

Background

At its February 16, 2021 meeting the Board approved the following motion:

THAT the Board direct the Chief Administrative Officer to work with Director Holmes and the Governance and Human Resources Committee to develop a Chief Administrative Officer Policy for Board consideration.

In his February 2, 2021 report to the Board for its February 16 meeting, the CAO presented the following rationale for the development of the policy:

During the development of the proposed Delegation of Authority policy, it became apparent that a Chief Administrative Officer Policy is also desirable. The policy would set out the powers, duties, and functions of the CAO (other than the powers conferred by the Delegation of Authority Policy).

While the core duties are contained in an appendix to the CAO contract, this is not a public document. In the furtherance of transparency and openness, the powers, duties, and functions should be in a public document. In a municipality, this would be done in a bylaw.

Discussion

The proposed Chief Administrative Officer Policy is attached to this report.

The proposed policy sets out the powers, duties, and functions of the CAO. The powers are in addition to the powers contained in the Delegation of Authority Policy. If there is any conflict between the proposed policy and the CAO's employment agreement, the agreement prevails (section 9.3).

The starting point for the development of the proposed policy was the listing of core duties in the appendix to the current CAO's contract. To these duties were added



various powers, duties, and functions that are currently exercised or carried out by the CAO but not listed in his employment contract, and further powers, duties, and functions that are necessary for the running of the UNA.

A fundamental provision is section 5.1. It states: “The CAO has overall responsibility for the management of, and planning for, the UNA.” Subsequent sections list specific matters for which the CAO has overall responsibility. As stated in section 5.2, these sections are not intended to be comprehensive or limiting. Their purpose is to provide certainty regarding some of the matters for which the CAO is responsible and also to provide UNA members with a reasonably detailed description of the CAO’s role.

A key area for which the CAO has responsibility is all matters related to employees. Many of these matters are specified in section 6.1. By delegating the responsibility for employee matters to the CAO, the Board agrees to a hands-off approach to these matters. The only exception is in section 6.2, which provides: “Salaries and wages must be set in accordance with salary and wage bands approved by the Board.”

It is, of course, not expected that the CAO will personally exercise all the powers, and carry out all the duties and functions, assigned to him or her. This is recognized in section 8.1, which reads: “Subject to section 8.2, the CAO may delegate to other UNA employees the performance of any matter for which the CAO has responsibility.” Section 8.2 requires that the CAO personally exercise the assigned responsibility for employee matters.

The last provision I would highlight is section 3.1. It reads: “In exercising his or her powers, duties, and functions, the CAO is subject to the oversight and direction of the Board.”

SUBJECT:	CAO Powers, Duties, and Functions	POLICY #nn-nn
CATEGORY:	[Administration]	
AUTHORITY:	Board of Directors	
ADOPTED:	[Month and Day], 2021	
AMENDED:	–	
REVIEWED	–	

1. Purpose

This Policy prescribes powers, duties, and functions of the CAO. The powers, duties, and functions are in addition to those prescribed by the Delegation of Authority Policy and any other policy adopted by the Board, and are subject to the CAO's employment agreement.

2. Definitions

In this Policy,

CAO means the Chief Administrative Officer of the UNA.

Delegation of Authority Policy means Board Policy #01-14, as amended or replaced from time to time.

Manager means an individual holding any of the following positions with the UNA or, if positions are renamed, an equivalent position:

- (a) Communications Manager,
- (b) Finance Manager,
- (c) Operations Manager, or
- (d) Recreation Manager.

UBC means The University of British Columbia.

UNA means the University Neighbourhoods Association.

3. Board Oversight and Direction

In exercising his or her powers, duties, and functions, the CAO is subject to the oversight and direction of the Board.

4. Support to Board and Committees

4.1 Support to Board. The CAO is to support the Board generally, including the provision of advice and guidance with respect to

- (a) the Board's goals,

- (b) the development of strategic and other plans,
- (c) the education of directors, including new director orientation, and
- (d) the Board's powers, duties, and functions under the Societies Act, the UNA Constitution, the UNA Bylaws, the Neighbours' Agreement between the UNA and UBC, and all other sources of the Board's powers, duties, and functions.

4.2 Implementation of Board Decisions. The CAO is to ensure the implementation of, and compliance with, Board policies, programs, directions, and other decisions.

4.3 Support to Committees. The CAO is to ensure that each UNA committee, working group, or similar body has sufficient support to enable it to carry out its mandate.

5. Management and Planning

5.1 General. The CAO has overall responsibility for the management of, and planning for, the UNA.

5.2 Specific Matters. Sections 5.3 to 5.8 list specific matters for which the CAO has overall responsibility. This list is not intended to be comprehensive or to limit the scope of section 5.1.

5.3 Operations. The CAO's responsibilities with respect to UNA operations include the following activities:

- (a) the development of operational plans,
- (b) the development and maintenance of policies and procedures,
- (c) the maintenance of facilities and grounds,
- (d) the achievement of operational performance standards, and
- (e) the identification and implementation of cost-saving measures.

5.4 Programs and Services. The CAO's responsibilities with respect to UNA programs and services include:

- (a) the implementation and evaluation of the UNA's core activities and special projects, and
- (b) the evaluation of, and development of improvements in, these activities and projects.

5.5 Financial. The CAO's responsibilities with respect to the UNA's financial affairs include:

- (a) the preparation of annual budgets,

- (b) the expenditure of the UNA's funds in compliance with the annual budgets,
- (c) the implementation of bookkeeping and accounting procedures,
- (d) the preparation of audited financial statements,
- (e) the provision of periodic financial reports to the Board,
- (f) the investment of the UNA's surplus funds, and
- (g) the identification and implementation of revenue-generating opportunities (having regard to the constraint that the UNA cannot have a profit-making purpose).

5.6 Risk Management. The CAO's responsibilities with respect to risk management include:

- (a) the identification and evaluation of risks to the UNA,
- (b) the implementation of measures to control or eliminate risks, and
- (c) the maintenance of adequate insurance coverage.

5.7 Corporate Administration. The CAO's responsibilities with respect to corporate administration include (subject to the authority granted by the UNA Bylaws to the UNA Secretary):

- (a) the issuance of notices of meetings,
- (b) the recording of minutes of Board and committee meetings,
- (c) the maintenance of the register of UNA members, and
- (d) the maintenance of all UNA records and documents.

5.8 Regulatory Requirements. The CAO is responsible for compliance with all regulatory requirements, including requirements imposed under legislation and regulations applicable with respect to

- (e) taxation,
- (f) the UNA's employees, and
- (g) the UNA as a society.

6. Employee Matters

6.1 Responsibility. Subject to section 6.2, the CAO has responsibility for all matters related to employees, including for greater certainty:

- (a) staffing structure,
- (b) employee titles,

- (c) determining the responsibilities of each position,
- (d) hiring,
- (e) proposing salary and wage bands for approval by the Board,
- (f) compensation, including benefits,
- (g) the placement of positions in salary and wage bands,
- (h) training and professional development,
- (i) the development of performance objectives,
- (j) performance reviews,
- (k) promotions,
- (l) disciplining employees, and
- (m) termination of employment,

6.2 Salaries and Wages. Salaries and wages must be set in accordance with salary and wage bands approved by the Board.

7. Other Matters

7.1 Community Relations. The CAO is responsible for all aspects of the relationship between the UNA and residents of the UBC neighbourhoods, including:

- (a) responding to residents' concerns and complaints,
- (b) engagement with residents, including the use of surveys and other mechanisms to obtain input from residents,
- (c) communication with the community, and
- (d) the creation and coordination of community partnership programs.

7.2 External Representation. Except as otherwise determined by the Board, the CAO or, with the CAO's approval, a Manager may represent the UNA on committees, working groups, and other bodies established by UBC, Metro Vancouver, or any other entity. With respect to each such body of which the CAO or a Manager is a member, the CAO or Manager is to

- (a) adhere to directions provided by the Board, and
- (b) report regularly to the Board on the activities of the body.

7.3 Board Notification. Subject to section 7.4, before the CAO or a Manager seeks or accepts an invitation to be a UNA representative on a committee, working group, or other body, the CAO must notify the Board of the intention to seek or accept the

invitation. If, within one week after the notification, two or more directors object to the seeking or acceptance of the invitation, the invitation may not be sought or accepted without Board approval..

- 7.4 Exception.** Section 7.3 does not apply with respect to membership on a committee, working group, or other body if membership will not involve the taking or promoting of positions that are within the Board's purview. An example is a body that has purely operational functions.

8. Delegation

- 8.1 Power to Delegate.** Subject to section 8.2, the CAO may delegate to other UNA employees the performance of any matter for which the CAO has responsibility.
- 8.2 Exception.** The CAO must personally exercise the responsibility assigned by section 6.1 for matters related to employees.

9. General

- 9.1 Reporting.** The CAO is to regularly report to the Board regarding the CAO's activities and the operation and affairs of the UNA.
- 9.2 Compliance with Other Board Policies.** The CAO must exercise his or her powers in accordance with Board policies.
- 9.3 Conflict with CAO Contract.** To the extent of any conflict between this Policy and the CAO's employment agreement, the employment agreement prevails.
- 9.4 CAO Absence.** If a power, duty, or function of the CAO needs to be exercised or carried out at a time when the CAO is absent or unable to act, the power may be exercised, or the duty or function carried out, by the Manager designated by the CAO to act in the CAO's place or, if no Manager has been so designated, by the Manager designated by the Board.
- 9.5 Acting CAO.** Except to the extent otherwise determined by the Board, if at any time the position of CAO is vacant, this Policy applies with respect to the individual or individuals fulfilling the responsibilities of the position.



Report Date: April 8, 2021
Meeting Date: April 20, 2021
From: Sundance Topham, Chief Administrative Officer
Subject: Director Appointment Process

Background

At the October 20th, 2020 meeting the Board passed the following motion:

That the Board direct the Chief Administrator Officer to recommend a process for the appointment of a Director pursuant to Section 6.7 of the UNA Bylaws.

A proposed process was shared with the Governance and Human Resources Committee in advance of being provided to the Board. This process was put on hold while the bylaws were waiting to be filed. Due to the amount of time that passed while the UNA was waiting to implement the new bylaws, I recommend that the Board forego appointing a new Director, and instead wait until the elections in November to fill the position.

Decision Requested

THAT the Board not appoint an interim Director pursuant to Section 6.7 of the UNA Bylaws, and instead wait until the election in the fall to fill the full complement of Directors.

Discussion

The new UNA Bylaws set the number of Directors at six. There are currently only five Directors, and Section 6.7 of the new UNA Bylaws allows the Board to appoint a Resident Member as a Director.

The proposed process for appointing a new Director shows a timeline that takes a minimum of three months to undertake (from process approval by the Board to attendance at the first Board meeting).

As this would only leave a couple months in office before the fall election, and require a significant amount of work to implement, I recommend that the Board not appoint a new Director, and instead wait until the election in the fall to fill the full complement of Directors.



Delaying this appointment, and waiting until a future date to review an updated Director appointment process is supported by the Governance and Human Resources Committee.

Financial Implications

None

Operational Implications

None

Strategic Objective

UNA Governance

Attachments

None

Concurrence

None

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', is written over a horizontal line.

Sundance Topham
Chief Administrative Officer



Report Date: March 23rd, 2021
Meeting Date: April 20th, 2021
From: Andrew Clements: Recreation Manager
Subject: UNA Facility Users Code of Conduct Policy

Background

The University Neighbourhoods Association requires a Facility Users Code of Conduct Policy. The presented policy has been developed through an investigation of best practice and similar Code of Conduct Policies utilized by neighbouring municipalities including City of New Westminster, City of Vancouver, and UBC Athletics and Recreation.

Decision Requested

THAT the UNA Board of Directors consider the proposed UNA Facility Users Code of Conduct Policy.

Discussion

Over the years, several incidents involving community centres users behaviour have been observed and documented by UNA Staff. For instance, an incident involving a participant in our drop-in basketball program occurred on December 10th, 2019 in which the participant removed his pants to put on his shorts in the gymnasium. In doing so he inadvertently exposed his backside, which was observed from the fitness centre window above the gymnasium, by one of our fitness attendants on duty.

Furthermore, a second similar instance was recorded in the same week on December 16, 2020 by the same employee. In both cases the individual at fault was notified that their actions were unacceptable, to please use the changing rooms when changing, and that they would be suspended from the facility if their behaviour contributed to any further incidents. The above-described instances are two of several that have occurred in our centres that warrant a policy that staff can enforce as necessary.

The presented policy has been developed through an investigation of best practice and similar Code of Conduct Policies utilized by neighbouring municipalities including City of New Westminster, City of Vancouver, and UBC Athletics and Recreation. Draft versions of this policy have been circulated to UNA Management for initial feedback and suggestions as well as to the UNA Recreation Department core staffing complement. Feedback and revisions have been integrated into the proposed policy attached.

Key Areas of Proposed Policy

- 1) This policy clearly identifies the UNA's expectations as it relates to users behaviours, emphasizing the necessity to treat each other with respect, courtesy, fairness, and equality.
- 2) Specifically addresses the issues outlined in the discussion of this document including misuse of common areas and change rooms.
- 3) Provides actions to be taken by staff when the Code of Conduct Policy has been violated.
- 4) Outlines consequences to users for violation of Code of Conduct Policy as well as an appeals process.
- 5) Provides staff instructions on how to document an incident.

Financial Implications

There will be minor costs associated with erecting signage in UNA facilities. These costs will be covered through the existing UNA budget.

Operational Implications

This policy will give staff the necessary means to enforce the Code of Conduct and limit unwanted behaviour in UNA facilities.

Strategic Objective

Operational Capacity

Attachments

1. UNA Facility Users Code of Conduct Policy – Code of Conduct Policy Draft v1

Concurrence

1. Glenda Ollero, Communications Manager
2. Wegland Sit, Operation Manager



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

UNA BOARD MEETING

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'AC', written over a horizontal line.

Andrew Clements
Recreation Manger

A handwritten signature in blue ink, appearing to be 'Sundance Topham', written over a horizontal line.

Sundance Topham
Chief Administrative Officer



SUBJECT:	UNA Facility Users Code of Conduct Policy	POLICY #02-08
CATEGORY:	Human Resources	
AUTHORITY:	Board of Directors	
ADOPTED:	April 2021	
AMENDED:		
REVIEWED:		

Purpose

This Code of Conduct will provide Users with clear expectations on acceptable and unacceptable behaviors while availing of UNA services or while using UNA Spaces. Code of Conduct violations will result in consequences outlined herein.

Scope

This policy applies to all UNA Staff and Users of UNA facilities. This policy is enforceable by all Staff; however, it will be the responsibility of Users to support this policy, and further, report any Code of Conduct violations to Staff for action.

Policy Statement

The University Neighbourhoods Association (UNA) is committed to offering Users and Staff a positive, respectful, and inclusive environment. Creating this environment for both Users and Staff is imperative to guiding all UNA departments towards achieving our purpose of developing a healthy and vibrant community.

Definitions

Department – means all UNA Departments including Recreation, Administration, Operations and Communications.

Equipment – means any equipment owned by the UNA or used by contract instructors for the delivery of programs, e.g., gym equipment, fitness centre equipment, program supplies etc.

Services – means any paid or free activities or courses offered by the UNA.

Spaces – means any UNA space (i.e., recreation facility, office building, park, field, etc.) where people can freely enter to engage with the UNA and participate in structured or unstructured activities.

Staff – means any UNA employee or volunteer.

User(s) – means anyone accessing UNA facilities or participating in free or paid programs offered by the UNA that take place on or off UNA property.

Code of Conduct

The UNA expects all Users will respect everyone regardless of diversity or ability and will treat each other with respect, courtesy, fairness, and equality. As such, the following is prohibited:

- Behaviour, actions, or language that promotes discrimination, racism, hatred or is demeaning.
- Aggressive acts, threats, violence, or profanity.
- Illegal behaviour or destruction of property.
- Illegal use or possession of alcohol, cannabis, drugs, or other intoxicating substances.
- Use or possession of weapons.
- Any actions or interactions with children or youth deemed harmful, abusive, coercive, manipulative, or illicit in nature.
- Misuse of change room facilities.
- Misuse of Equipment.
- Misuse of common areas including operating an unsanctioned business or service on UNA property.

Signage will be placed in Department facilities and on the UNA website to outline expectations and procedures in relation to Code of Conduct violations. Staff reserve the right to ask Users who are in violation of any of the terms of Code of Conduct to leave the facility or area immediately.

Code of Conduct Violations

Staff will respond to Code of Conduct violations by:

1. Identify the individual(s) or group(s) involved.
2. Confirming the Code of Conduct violation(s), extent, and context by all means available.
3. Documenting violation(s) on the [UNA Incident Report](#) and adding alert notifications to the UNA Recreation Membership Management System.

4. Responding to violator(s) based on severity and/or frequency of the violation(s) or escalating the matter to Management or UBC RCMP Detachment.

Code of Conduct violators may be subject to one or more of the following actions and/or conditions:

1. Restricted access to UNA Service(s) or Spaces.
2. Loss of admission, registration, membership, rental and/or rental deposit fee(s)
3. Temporary or permanent restriction of rental bookings.
4. Requirement to compensate the Department for intentional damage or destruction of UNA Spaces.

Appeals related to the above actions and conditions can be made in writing to the Department Manager or designate. If unresolved, the appeal will be escalated to the UNA's Chief Administrative Officer.

Reporting Incidents:

If Staff are involved in an incident that violates our code of conduct, then they are to follow the below procedure.

1. Fill out an Incident Report form located in the UNA All Staff Channel/ UNA Incident Report Form or access here; [UNA Incident Report Form](#)
2. Follow up with an email to their supervisor or manager to make sure that they are aware of the incident being reported.

All incidents are reviewed by the Health and Safety Committee during monthly meetings to ensure that the proper response has been warranted.

Related Documents and Legislation

The following policies support the UNA Facility Users Code of Conduct policy and/or provide additional clarity with User, visitor or Staff behavior expectations and rights:

- 02-3_Policy_HR-3-Discrimination_harassment_bullying_September 2020
- 03-2_Policy_Recreation_Community Centres Rental



Report Date: April 13th, 2021
Meeting Date: April 20th, 2021
From: Athena Koon, Finance Manager
Subject: Community Field Replacement Reserve

Background

The Community Field Replacement Reserve is addressed in two agreements applicable to the UNA: the UBC-VSB University Hill Playfield Joint Use Agreement and the Wesbrook Place Artificial Playfield License.

In Section 4 of the UBC-UNA agreement, UBC has appointed UNA as “Manager” to perform the functions described in the agreement and, based on Section 5 (f) of the same agreement, the Capital Fund should be maintained by the UNA in its accounts.

However, based on a previous UNA Board decision, the current set up is that UBC is holding the Community Field Replacement Reserve as part of the Neighbours Fund and the UNA is holding the VSB annual contribution on our accounts.

For that reason, a Board resolution is required by UBC Finance for the transfer of funds that are not considered sub-funds of the Neighbours’ fund.

As per direction provided by UBC Finance, the Community Field Replacement Reserve is considered a separate entity from the other Neighbours’ Fund reserves and requires a UNA Board resolution allowing the transfer funds to take place.

Decision Requested

THAT the Board agree to an amount of \$180,000 being added to the Community Field Replacement Reserve in respect of the fiscal years 2019/20, 2020/21 and 2021/22.

Discussion

The Field Reserve is created by VSB-UBC agreement and specifies a 60% share of the yearly contributions for the UNA and 40% share of the yearly contributions for the VSB.

- 13.2 The Annual Capital Contribution will be held by UBC in an interest bearing account to be known as the “**Capital Reserve Fund**”. At UBC’s direction, the Capital Reserve Fund may be held by the Manager, provided that UBC remains liable to the School Board for the management of the account and the use of the Capital Reserve Fund.

UBC has appointed UNA as “Manager” to perform the functions described in the agreement and VSB is complying with section 13.3 of the VSB-UBC agreement in making annual capital contribution to the fund to UNA:

13.3 While this Agreement is in effect, the School Board shall deposit in the Capital Reserve Fund the School Board's Proportionate Share of the Annual Capital Contribution (the “**School Board's Annual Capital Contribution**”) no later than December 31st of every year of the Agreement.

As at end of fiscal 2020/21, VSB has contributed \$320K to this fund in total and the UNA is currently holding this money on our accounts.

In terms of the UNA's contribution, the following summarize the latest balance and contribution history.

Per the Neighbours' Fund 2019-20 Audited Financial Statements, the Field Replacement Reserve currently has a balance of \$326,749, with a contribution summary as follows:

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	Total
Contribution	200,000	-	-	40,000	60,000	-	-	300,000
Interest	1,843	3,549	3,903	2,925	3,741	4,536	6,252	26,749
Total	201,843	3,549	3,903	42,925	63,741	4,536	6,252	326,749

As seen from the summary, the Community Field Replacement Reserve Fund was first established during the fiscal year of 2013/14. The contribution total is set to be at a maximum amount of \$600K over a time period of 10 years. Looking at the above contribution summary, it can be seen that the contribution amount has been inconsistent since the establishment of this fund.

According to Note 10 of the Neighbours' Fund Financial Statements, March 31, 2014 when the reserve was first set up:

10. Community Field Replacement Reserve

The Community Field Replacement Reserve was established during the year to set aside funds for the replacement of the turf field. During 2014, \$200,000 was transferred from the Unappropriated Reserves to the Community Field Replacement reserve. The maximum amount of the reserve to be allocated from unappropriated reserves is \$600,000. Interest is calculated monthly using a rate determined by the University based on the reserve balance in the account. The UNA Standing Committee on Finance and Audit will assess the contributions in three years time.

The UNA Board motion to back this up is as follows:

4. UNA Community Field Reserve

Moved by Richard Alexander, THAT the UNA Board of Directors supports the recommendation of the UNA Finance and Audit Standing Committee and approves the establishment of the Community Field Replacement Reserve in the Neighbours' Fund, and that up to \$600,000 be allocated to the Community Field Replacement Reserve from the Unappropriated Reserves in the Neighbours' Fund.
Carried.

November 12, 2013 5-7pm at The Old Barn Community Centre

Page 3

Contribution history showing Board Approval of transfers to this fund:

40K Contribution in 2016/17:

	<p>University Neighbourhoods Association BOARD OF DIRECTORS MEETING November 8, 2016 Minutes</p>	<p>A.2</p>
---	--	------------

2. Community Field Replacement Reserve

MOVED BY Richard Alexander, THAT the UNA Board of Directors supports the recommendation of the Finance and Audit Standing Committee and approves that \$40,000 be transferred from the UNA's accumulated surplus to the Community Field Replacement Reserve.

CARRIED with Director Shakespeare abstaining

60K Contribution for UNA in 2017/18 along with VSB's contribution (Board Package & Minutes):

	<p>University Neighbourhoods Association BOARD OF DIRECTORS MEETING 2017 - 2018 UNA Operating Budget – <i>in camera</i></p>	<p>I.1</p>
---	---	------------

3. Community Field Replacement Reserve

UBC has an agreement with the Vancouver School Board that the UNA will contribute \$600,000 to the Community Field Replacement Reserve over a period of 10 years. At the November 2016 UNA Board Meeting the Board approved a recommendation to build these contributions into the UNA's annual budget. The Vancouver School Board also makes annual contributions to the Community Field Replacement Reserve. A \$60,000 annual contribution by the UNA is recommended over the next six years.

MOVED BY Richard Alexander, THAT the UNA Board of Directors supports the recommendation of the Finance and Audit Standing Committee and approves the transfer of \$ 60,000 from the Access Reserve to the Community Field Replacement Reserve as part of the 2017-18 Operating Budget. This motion requires approval from both UBC appointed directors.

CARRIED UNANIMOUSLY

The meeting minutes posted above show a resolution to allow contributions up to the 2017/18 fiscal year, but not beyond. Although the UNA has continued to set aside funds in the annual budget for the field reserve (\$60,000 per year) UBC Finance has requested that the UNA Board pass a resolution to transfer the funds from the Neighbours' Fund to the Field Reserve, in the amount of \$60K per for fiscal years 2019/20, 20/21, 21/22, 22/23, and 23/24 (highlighted below).

Please note the UNA budget for 2019/20 and 2020/21 included the VSB contributions for the Field Reserve in the amount of \$260k and \$180k, respectively. The extra \$200k from 19/20 was invoiced by the UNA and the extra \$120K from 20/21 was corrected in the October Q3 NL installment.

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	Totals
UNA Contributions to Community Field Reserve	\$200k	\$0	\$0	\$40k	\$60k	\$0	\$260k^ (corrected to \$60k)	\$180k^ (corrected to \$60k)	\$60k	\$60k	\$60k	\$600k (corrected total)
VSB Contributions to Community Field Reserve	\$40k	\$40k	\$40k	\$40k	\$40k	\$40k	\$40k	\$40k	\$40k	\$40k	\$0k	\$400k

In summary:

- The Field Reserve is created by VSB-UBC agreement and specifies a 60% share of the yearly contributions for the UNA
- The UBC-UNA agreement designates the UNA as the holder of the VSB contributions and provides that the UNA contributions will be deducted from the Neighbours' Levy and held by UBC
- The maximum amount of \$600K was set by the UNA Standing Committee on Finance and Audit in 2013



- A contribution of \$60k was approved in 2017 by the UNA Board
- A motion is required from our Board to move the budgeted amount to the reserve

Financial Implications

The Field Replacement Reserve in the Neighbors' Fund will be understated as the budgeted Field Replacement Amount in the Neighbours' Funds cannot be moved to this reserve specifically.

Operational Implications

None

Strategic Objective

None

Attachments

1. Schedule A – Wesbrook Place Artificial Playfield License (includes UBC-VSB University Hill Playfield Joint Use Agreement)

Concurrence

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Athena Koon', written over a horizontal line.

Athena Koon
Finance Manager

A handwritten signature in blue ink, appearing to read 'Sundance Topham', written over a horizontal line.

Sundance Topham
Chief Administrative Officer

LICENSE
(Wesbrook Place Artificial Playfield)

THIS LICENSE AGREEMENT is dated for reference October 3, 2012

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a body corporate duly incorporated under the laws of the Province of British Columbia and having an office at 6328 Memorial Road, Vancouver, BC V6T 1Z2
("UBC")

AND:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION, a society duly incorporated under the laws of the Province of British Columbia and having an office at 202 – 5923 Berton Avenue, Vancouver, BC V6S 0B3
(the "UNA")

WHEREAS:

- A. UBC is the registered owner of lands lying and being on the Vancouver campus of The University of British Columbia (the "**Campus**") and shown on the Site Plan attached hereto as Schedule "A" (the "**Land**");
- B. UBC and the Board of Education of School District No. 39 (Vancouver) (the "**School Board**") have entered into a lease agreement dated for reference December 1, 2010 for the purposes of the School Board constructing and operating a public secondary school to be known as University Hill Secondary School adjacent to the Land (the "**Lease**");
- C. Pursuant to the Lease, UBC and the School Board entered into a Joint Use Agreement, dated for reference October 3, 2012 and attached hereto as Schedule "B" (the "**Joint Use Agreement**") for the purposes of setting out the terms and conditions governing the joint use and operation of an artificial sports field facility, which includes an artificial playfield, flood lighting system and other capital improvements, facilities and equipment ancillary thereto (the "**Facility**") constructed on the Land;
- D. As contemplated in the Joint Use Agreement, UBC wishes to appoint the UNA as Manager (as that term is defined therein), to perform the functions described in that agreement; and
- E. UBC and the UNA have agreed to enter into an agreement whereby certain obligations of UBC under the Joint Use Agreement shall, as between UBC and the UNA, be assumed by the UNA.

All capitalized words in this License that are not defined in this License and that are defined in the Joint Use Agreement shall have the meanings given to them in the Joint Use Agreement, and otherwise they shall have the meanings given to them in the Neighbours' Agreement 2008 entered into between UBC and the UNA (the "**Neighbours' Agreement**"), Part 11.0 of which agreement contemplates the granting of licenses to the UNA such as this License.

IN CONSIDERATION of the Basic License Fee, as defined in Article 2 below and other good and valuable consideration, UBC grants to the UNA the licence and contractual right (together the "**License**") to the non-exclusive use and enjoyment of the Facility on the terms set out in this License.

UBC and the UNA covenant and agree with each other as follows:

1. TERM

1.1 Subject to Article 20 of this License, the term of this License (the "**Term**") shall commence on the date that this License is executed, and will continue until the earlier of:

- (a) the day immediately prior to the expiry date of the last of the long term model strata lot leases (including renewal terms) to expire in the Designated Local Area within which the Facility is located (the "**Strata Lot Leases**");
- (b) the day on which the Neighbours' Agreement is terminated;
- (c) the termination or expiry of the Lease; or
- (d) the termination or expiry of the Joint Use Agreement
(the "**Expiry Date**").

1.2 If the Expiry Date will occur due to Section 1.1(a), but one or more of the Strata Lot Leases is renewed by UBC, then the UNA shall have the option to renew this License by delivering a notice of such renewal to UBC prior to the Expiry Date, such renewal license shall be on the same terms and conditions as this License for a term which expires on the earlier of the date:

- (a) on which the Neighbours' Agreement is terminated;
- (b) the termination or expiry of the Lease;
- (c) the termination or expiry of the Joint Use Agreement; or
- (d) immediately prior to the expiry date of the last of the Strata Lot Leases to be renewed.

1.3 This License may be terminated prior to the Expiry Date only in accordance with Article 20 of this License.

2. LICENSE FEE AND TAXES

2.1 The UNA covenants and agrees to pay, in lawful money of Canada, without set-off, compensation or deduction, the following amounts:

- (a) a basic license fee of \$1.00 (the "**Basic License Fee**") for the entire Term to be paid to UBC in advance on the execution of this License;
- (b) any Charge, as defined in Article 7, to the governmental party levying same;
- (c) any sales or value added taxes, if levied by any governmental authority, shall be paid on their due dates to the body or public authority levying same, or to UBC if UBC is required by law to collect such taxes; and

- (d) every other governmental charge of every name, nature and kind whatsoever which may be levied, assessed, charged or imposed upon the Facility to the body or public authority levying same.

Payment of the Basic License Fee shall be made by no later than the due date set out in the invoice received by the UNA with respect thereto to UBC at the Office of the Treasurer, located at Orchard House, 2336 West Mall, Vancouver, British Columbia, V6T 1Z4.

2.2 It is anticipated that the Lands will not attract taxation of any sort, including rural tax. Except for a Charge (as defined in Article 7), in the event that any other tax, assessment, rate, fee or similar charge of any nature whatsoever is levied on the Lands, UBC (and/or the School Board, as UBC and the School Board might agree as between themselves) shall pay such amount, it being understood that such amount will be calculated by the UNA as an Operating Cost of the Facility.

3. USE OF FACILITY

The Facility shall not be used by the UNA for any purposes other than those purposes set out in, and those permitted in accordance with, the Joint Use Agreement (the "**Permitted Uses**"). The UNA shall always refer to the Facility, in promotional material and otherwise, by only the name that has been given to the Facility by UBC.

4. APPOINTMENT AS MANAGER

4.1 UBC hereby appoints the UNA as Manager, as defined, and as contemplated in the Joint Use Agreement. For greater certainty, this License is the Management License contemplated in the Joint Use Agreement.

4.2 The UNA hereby accepts its appointment as Manager under the Joint Use Agreement and covenants and agrees to fulfil the obligations of the Manager that are set out in the Joint Use Agreement, in good faith, to a standard of care of a reasonable manager of comparable facilities on the Campus, and, in all cases, in accordance with the Joint Use Agreement and this License.

4.3 Without limiting the foregoing, the UNA, as Manager, will only permit the use of the Facility by Community Groups pursuant to a written user license, in a form approved by UBC's Office of the University Counsel and the UNA, which shall include, without limitation:

- (a) a requirement that all users sign a personal liability waiver in favour of the UNA, UBC and the School Board;
- (b) if insurance or an indemnity is required to be provided by user of the Facility, the insurance clause will require that the user's insurance names UBC, the School Board and Manager as an additional insured, and the indemnity will name UBC, the School Board and Manager as indemnified parties; and
- (c) that where the Manager, in its reasonable exercise of discretion, cancels a booking of the Facility due to hazardous or unsafe conditions (in accordance with Section 12.4 of the Joint Use Agreement), the user agrees that it will not sue the Manager for damages for the cancelled booking (apart from the user's entitlement to a refund of any fee paid for such booking).

5. ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS UNDER THE JOINT USE AGREEMENT

5.1 The intention of the assignment and assumption set out below is that, in addition to the UNA's role as Manager, as set out in the Joint Use Agreement, as between UBC and the UNA, the UNA will take the place of UBC in the overall operation and management the Facility as contemplated in the Joint Use Agreement. UBC hereby assigns, as between UBC and the UNA, to the UNA and the UNA hereby accepts the following rights, benefits and obligations granted to UBC under the Joint Use Agreement and UNA hereby assumes, as between UBC and the UNA, the following obligations under that agreement:

- (a) the right to collect and retain usage fees from certain users of the Facility, in accordance with Section 8.1 of the Joint Use Agreement;
- (b) the obligation to remit certain user fees to the School Board, in accordance with Section 8.2 of the Joint Use Agreement;
- (c) the responsibilities of UBC to collect and maintain in its accounts the Maintenance Contribution paid by the School Board, and to pay the same to inspect, maintain and repair the Facility, in accordance with Section 12.6 of the Joint Use Agreement;
- (d) pay UBC's share of the Operating Costs to inspect, maintain and repair the Facility, in accordance with Sections 12.1, 12.2, 12.3, 12.4 and 12.6 of the Joint Use Agreement, it being understood that:
 - (i) pursuant to Section 12.2(b) of the Joint Use Agreement, UBC shall be responsible to pay for damages caused by UBC, and the UNA will be responsible for pay for damages caused by the UNA or a Community Group;
 - (ii) UBC and the UNA will assist one another and the School Board, to the extent possible given applicable laws, regulations and policies, to recover the costs of repair from the person(s) who cause damage to the Facility and any funds recovered shall be paid to the party(ies) responsible for payment of such costs, in accordance with Section 12.2 of the Joint Use Agreement and this Section 5.1(d); and
 - (iii) the UNA will hold and utilize usage fees, the Maintenance Contribution and the Capital Reserve Fund (in the circumstances permitted under Article 13 of the Joint Use Agreement) and, where necessary, the Neighbourhood Levy to fund its obligations described in this License;
- (e) provided that the School Board pays the Maintenance Contribution to the UNA, the obligation to repay any overpayment of the Operating Costs by the School Board, in accordance with Section 12.7 of the Joint Use Agreement;
- (f) provided that the School Board's Annual Capital Contribution is paid by the School Board to the UNA or otherwise remitted to the UNA by UBC, the obligation to pay UBC's Annual Capital Contribution to the Capital Reserve Fund, hold such funds and provide the Operating Committee an accounting of the expenditures of the same, in accordance with Sections 13.2, 13.3, 13.4 and 13.5 of the Joint Use Agreement. UBC and the UNA acknowledge that the Capital Reserve Fund shall be maintained by the UNA in its accounts, and if expenditures are to be made from the Capital Reserve Fund as contemplated in the Joint Use Agreement, the UNA will make such funds from the Capital Reserve Fund available, as directed by UBC In the event that this Agreement or

the Joint Use Agreement terminates, then to the extent that the UNA's payment of UBC's Annual Capital Contribution Amount was made from the Services Levy collected by the UNA, and not from the user-fees or other revenues collected by the UNA that remain after payment of Operating Costs in respect of the Facility, that amount will be refunded to the UNA together with any interest actually accrued thereon, with the remainder (if any) to be refunded to UBC and, for greater certainty, the UNA will refund the School Board's Proportionate Share of the Capital Reserve Fund to the School Board together with any interest actually accrued thereon; and

- (g) the duties and obligations of UBC and rights and benefits to UBC under the following articles of the Joint Use Agreement:
 - (i) Article 14 [Alterations or Additions to the Facility];
 - (ii) Article 17 [Conditions of use by UBC or a Community Group];
 - (iii) Article 18 [Parking];
 - (iv) Article 20 [Sports Equipment and Capital Equipment]; and
 - (v) Article 21 [Force Majeure] in respect of the rights of UBC assigned to and the obligations assumed by the UNA hereunder.

5.2 The parties acknowledge that the UNA will have an active role in the management of and the planning in respect of the Facility on account of the UNA representative(s) sitting on the Operating Committee of the Facility but that the UNA is not a party to the Joint Use Agreement. To that effect, the following applies on the basis that a material disagreement between the parties with respect to the subject matter of this Section may trigger the parties' respective termination rights under Sections 20.1(h) or 20.4:

(a) UBC will consult with UNA:

- (i) Prior to terminating the Joint Use Agreement, or giving formal notice to the School Board that the School Board is in breach of the Joint Use Agreement; and
- (ii) Prior to approving any expenditure from the Capital Reserve Fund, and all decisions and actions of UBC at the End of the Useful Life of the Facility and, without limiting the foregoing:
 - (A) in respect of a decision pursuant to Section 13.6(b)(ii) of the Joint Use Agreement, should UBC elect to pay the difference between the estimated cost and the Available Funds in order to replace the Facility and components to a Comparable Standard, UBC will be solely liable to pay that difference unless the UNA and UBC agree otherwise; and
 - (B) in respect of a decision pursuant to Section 13.6(c) of the Joint Use Agreement, should UBC desire that the replacement facility have additional features and/or functionalities beyond the Comparable Standard such that the replacement facility will be more expensive to build and/or operate. Should the UNA not agree with UBC's proposal in that regard, UBC will be solely liable to pay the increased cost to build such replacement facility unless the UNA and UBC agree otherwise.

- (b) UBC will obtain the UNA's consent (the UNA acting at all times reasonably and such consent not to be unreasonably withheld or delayed) prior to agreeing to any amendments to the Joint Use Agreement and prior to making the decisions and taking actions that:
 - (i) relate to the periodic review of the Joint Use Agreement that pursuant to Section 11.3 of the Joint Use Agreement is to take place every five years to determine whether it would be appropriate to revise the Joint Use Agreement to reflect intervening events or circumstances;
 - (ii) will or may reasonably be expected to increase the Operating Costs of the Facility, recognizing that under this License the UNA is to assume UBC's obligation under the Joint Use Agreement to pay UBC's Proportionate Share of those Operating Costs;
 - (iii) alter the respective Proportionate Share of UBC and the School Board for the annual Operating Costs of the Facility;
 - (iv) alter the usage entitlements of UBC, the UNA and other Community Groups, and the School Board and School Board Users and, without limiting the foregoing:
 - (A) includes consideration of usage entitlement as may arise under Section 7.5 of the Joint Use Agreement with regard to a proposal to achieve reasonable sharing and optimum use of the Facility;
 - (B) includes consideration of usage entitlement as may arise under Section 7.6 of the Joint Use Agreement with regard to a proposal to amend School Times and Community Use Times should the school calendar be altered;
 - (v) as regards the Fieldhouse, relate to:
 - (A) the designation of the Fieldhouse as a joint use facility; and
 - (B) modify the Joint Use Agreement or enter into a separate agreement with the School Board to settle operating procedures, allocation of Fieldhouse Costs and the respective roles, rights and obligations in respect of the Fieldhouse as a joint facility pursuant to Section 10.5 of the Joint Use Agreement; and
 - (vi) reduce the UNA's proportionate representation on the Operating Committee and, in any event, the UBC appointees (at least one of which will be from the UNA as a representative of the Manager) will be at least equal in number to the School Board's appointees.

Notwithstanding the foregoing, it is understood that so long as the UNA is a member of the Operating Committee, to the extent that decisions described in this Section 5.2(b) are within the purview of the Operating Committee and subject to an unanimous resolution, UBC will carry out the directions of the Operating Committee and UBC will not be required to seek any additional consent of the UNA.

5.3 The UNA will, upon request, participate fully in any dispute resolution process engaged in by UBC and the School Board pursuant to, or arising from, the Joint Use Agreement.

5.4 Any right or obligation of UBC or benefit to UBC under the Joint Use Agreement that is not referenced above has been retained by UBC unless specifically agreed otherwise by the

Parties. If a duty or obligation that is in the power of or under the exclusive control of the UNA has not been referenced above, UBC's written acknowledgement of such right or obligation will be sufficient to assign such right to the UNA, as between UBC and the UNA.

5.5 For greater certainty, the UNA may not exercise UBC's rights to issue a default notice to the School Board, terminate the Joint Use Agreement, or otherwise pursue contractual remedies pursuant to the Joint Use Agreement against the School Board, without UBC's prior agreement with the UNA. Where the School Board's failure to abide by its obligations under the Joint Use Agreement results in any loss, costs or claims to the UNA, UBC will indemnify and save the UNA harmless, and UBC may seek recovery of the same from the School Board pursuant to contractual remedies pursuant to the Joint Use Agreement in addition to any other remedies available to UBC.

6. ASSIGNMENT AND SUBLETTING

6.1 The UNA shall not assign or sublicense this License except with the prior written consent of UBC, which shall not be unreasonably withheld or delayed.

6.2 The UNA will not part with possession or permit others to use the whole or any part of the Facility except in accordance with the Joint Use Agreement.

7. APPEAL OF TAXES

In the event that any tax, assessment, rate, fee or similar charge of any nature whatsoever arising solely from the UNA's use or occupation of the Facility (collectively called the "**Charge**") is levied, assessed, charged or imposed or becomes a lien or charge upon the Land, the Facility or any structure or any portion thereof the UNA shall pay such Charge as part of the Operating Costs of the Facility, and if for whatever reason the UNA wishes to contest the Charge, the UNA shall have the right to do so and the UNA shall indemnify and save harmless UBC from all costs and expense as a result thereof. The UNA shall have the right to contest the Charge in the name of UBC with the consent of UBC, such consent not to be unreasonably withheld. This section shall not apply to any charge which is based upon the income or capital of UBC.

8. INDEMNITY AND INSURANCE

8.1 UBC, its Board members, officers, employees, representatives and others for whom UBC may be legally responsible (together, the "**UBC Representatives**") shall not be liable or responsible in any way for, and the UNA hereby indemnifies and saves forever harmless UBC and UBC's Representatives from and against any or all costs, liabilities, claims, damages, expenses, suits or actions, including legal costs (the "**Claims & Damages**"), on a full indemnity basis arising from:

- (a) the exercise of the UNA's rights or the carrying out of any of UNA's obligations as Manager under the Joint Use Agreement and under this License by the UNA; or
- (b) any breach, default, violation, non-observance or non-performance of any of the obligations of the UNA under the Joint Use Agreement or this License; or
- (c) any damage to property or injury to person (including death) occurring in or about the Facility as a result from an act or omission of the UNA in its capacity as Manager or otherwise carrying out its rights and obligations, and enjoying the benefits, as set out in this License.

This indemnity does not apply to the extent that Claims & Damages are a result of the negligence of UBC or UBC's Representatives. This Section shall survive the expiry of the Term or any termination of this License for any reason.

8.2 The provisions of Part 16.0 of the Neighbours' Agreement dealing with insurance shall apply to this License and to the Facility. For greater certainty, UBC shall obtain suitable insurance in respect of UBC's obligations under the Joint Use Agreement, the UNA's activities as Manager and the UNA's activities pursuant to this License, which insurance shall provide, at minimum, the coverage set out in Article 19 of the Joint Use Agreement.

9. OVERLOADING OF UTILITIES

The UNA shall not install or suffer to be installed equipment which will exceed or overload the capacity of utility facilities servicing the Facility. If equipment installed or allowed to be installed by the UNA requires additional utility facilities, then such facilities will be installed at the UNA's expense, subject to the terms of the Joint Use Agreement and in accordance with plans and specifications that must be provided to and approved by UBC prior to installation, which approval may not be unreasonably withheld.

10. NUISANCE

In addition to anything contained in the Joint Use Agreement, the UNA shall not carry on or perform or suffer, or permit to be carried on or performed or suffered, on the Campus, the Lands or the Facility any practice or act which is or becomes a nuisance or a menace, or which in any way injures, the Lands, the Facility, the Campus or any part thereof or is or becomes a hazard to any person using or occupying the Lands, the Facility, the Campus or any part thereof.

11. CLEANLINESS

In addition to anything contained in the Joint Use Agreement, the parties confirm that the UNA will utilize usage fees, the Maintenance Contribution, the Capital Reserve Fund (as may be permitted pursuant to Section 13.5 of the Joint Use Agreement) and, where necessary, the Neighbourhood Levy, to keep the Facility in a clean, sanitary and well maintained condition in accordance the Operating Procedures, and all laws, directions, rules and regulations of all governmental bodies having jurisdiction thereover including all health officials, fire commissioners, building inspectors or other officials, the insurers of UBC, and UBC's other rules and regulations. In the event the UNA fails to comply with the foregoing provisions UBC may rectify the situation and the UNA will pay UBC the cost thereof, within 10 business days of receipt of an invoice from UBC.

12. COMPLIANCE WITH LAWS AND REGULATIONS

12.1 The UNA shall comply with and abide by all federal, provincial, municipal and other governmental statutes, ordinances, laws and regulations affecting the Campus, the Facility or the Lands or any activity or condition on or in the Campus, the Facility or the Lands.

12.2 "UBC's Rules and Regulations" means those rules, policies, bylaws and regulations passed by The University of British Columbia from time to time, whether made before or after the date of this License, which are applicable to the Lands, the Facility and/or the users thereof and/or the Campus generally.

The UNA shall observe and cause its employees, sublicensees, agents, contractors, invitees and others over whom the UNA can reasonably be expected to exercise control, to observe

UBC's Rules and Regulations and all such rules and regulations shall be deemed to be incorporated into and form a part of this License.

13. MANAGEMENT AND CONTROL

13.1 UBC shall have the exclusive right to manage and control the Campus, and the Facility and other property leased or licensed to other tenants or licensees. In managing and controlling the Campus and without limitation, UBC has the right, in its capacity as owner of all of the land comprising the Campus and as the regulator thereof, to:

- (a) supervise and police the Campus and provide such security measures and patrols as UBC deems reasonably necessary;
- (b) close off all or any part of the Campus at such times as in the opinion of UBC are advisable;
- (c) convey, modify and terminate licenses, easements or other rights pertaining to the use of all or any part of the Campus, other than the licence granted pursuant to this License;
- (d) close off all or part of the Campus for maintenance, repair, construction or development;
- (e) employ such persons required for the management and control of the Campus and security therefor as UBC may from time to time deem advisable;
- (f) designate the entrances, roadways, parking areas and times when and where vehicles and pedestrians may use the Campus; and
- (g) change from time to time the area, level, location, arrangement or use of any part or parts of the Campus but not so as to permanently or materially interfere with access to the Facility.

13.2 Notwithstanding what is set out immediately above in this Article, if such management and control of the Campus (as opposed to management and control of the Facility, which has, by the grant of this License, been passed to the UNA) is, in the opinion of the UNA, acting reasonably, in any way inconsistent with the Neighbours' Agreement, either expressly or impliedly, or is, or is going to adversely affect the operation of the UNA's use of the Facility, UBC agrees to consider in good faith any variance that is requested by the UNA in writing. Any decision by UBC regarding a variance is at the sole discretion of The University of British Columbia.

13.3 The parties understand and agree that nothing in this License will affect the responsibility or authority delegated by UBC to the UNA to administer and enforce rules as contemplated by Article 5.5 of the Neighbours' Agreement.

14. PARKING

The UNA and its respective officers, employees, suppliers, invitees and other persons having business with the UNA shall be prohibited from using any part of the Campus designated for parking except as may be permitted from time to time by UBC or as outlined on the plans and specifications approved by UBC. Should the UNA, its officers, employees, suppliers or invitees park vehicles in areas not allocated for that purpose, UBC shall have the right to remove the trespassing vehicles and the UNA shall indemnify and save harmless UBC from any costs, claims, damage, liability and expense from any claims by third parties arising out of the removal

of trespassing vehicles. Notwithstanding what is set out above in this Article 14, it is understood and agreed that it shall not apply to parking in locations within the Designated Local Areas in respect of which the responsibility for regulation of such parking has been passed to the UNA.

15. SECURITY

For greater certainty, and subject to Section 16.2 [School Board's obligation to provide reasonable supervision of School Board Users] and Section 17.5 [Manager's obligation to provide reasonable supervision of usage of the Facility other than during School Times] of the Joint Use Agreement, as between UBC and the UNA, the UNA is solely responsible for providing security services and patrols to the Facility during the Term. The UNA and UBC agree that they shall meet from time to time during the Term to review and coordinate solutions to security issues that arise in respect of the Facility and the Campus.

16. ENTRY

If UBC wishes to enter, or to permit governmental bodies, public utilities or other persons having demonstrated a need to enter, upon the Land and/or the Facility for the purposes of installing underground water, oil, gas, steam, storm sewer, sanitary sewer and other pipelines and conduits or to grant or obtain an easement or right-of-way therefor, UBC shall apply in writing for the consent of the UNA specifying the reason for entry or the nature and extent of such easement or right-of-way. The UNA shall not unreasonably withhold its consent to such entry or to such easement or right-of-way.

17. INSPECTION OF THE FACILITY

17.1 UBC, its servants, agents, contractors and representatives, shall be entitled at all reasonable times (after written notice given to the UNA specifying the purpose) to enter the Facility and other improvement thereon for any of the following purposes:

- (a) inspecting the same;
- (b) inspecting the performance by:
 - (i) the UNA of the terms, covenants, agreements and conditions of this License, and
 - (ii) any permitted sublicensee claiming by, through or under the UNA, of any of its obligations under its License;
- (c) posting and keeping posted thereon notices as required or permitted by any law or regulation;
- (d) conducting an environmental audit; or
- (e) any other reasonable purpose.

17.2 In the event of a chemical spill or any other incident related to hazardous materials being exposed or after receiving a complaint, UBC shall have the right of immediate access to the Facility to inspect facilities and/or operations as necessary.

18. PAYMENT OF TRADES, ETC.

The UNA shall pay promptly all its contractors and suppliers and will not permit, do or cause anything to be done to the Facility or the Land during a period of construction and fixturing or at any other time which would allow any lien, lis pendens, judgment or certificate of any court or any mortgage, charge or encumbrance of any nature whatsoever to be imposed or remain upon the Land and/or the Facility or the Campus. In the event of any registration of any lien or other encumbrance, the UNA shall at its own expense cause the same to be immediately discharged. If such discharge is not so effected by the UNA, UBC reserves the right to discharge the encumbrance and the costs therefor shall be payable by the UNA.

19. CONTESTING OF LIENS

If the UNA bona fide intends to contest any lien or claim of the nature described in Article 18 herein or any governmental charge, the UNA shall notify UBC of such intention within 30 days after the UNA learns of such lien or claim, or at least 30 days prior to the due date of such governmental charge, and if UBC so requires, shall promptly provide such security in favour of UBC or the claimant for the payment thereof which is reasonable and satisfactory to UBC. UBC shall be entitled to take and to require the UNA to take or cause to be taken, all steps available to cause any lien or claim of lien filed against the title to the Land and/or the Facility or any portion thereof to be discharged therefrom provided that such steps do not materially prejudice or unreasonably interfere with the UNA's position in the dispute. If the UNA complies with the foregoing it shall not be in default hereunder and UBC shall not satisfy, discharge or pay, or cause the UNA to satisfy, discharge or pay such lien, claim or governmental charge until the same becomes legally due and payable and is required to be paid by statute or by order of a Court or other competent tribunal, in which case the UNA shall satisfy, discharge or cause to be satisfied or discharged, such lien or claim or pay such governmental charge, and all penalties, interests and costs in connection therewith. The satisfaction and discharge of any such lien, claim or governmental charge shall be made before execution is had upon any judgment rendered thereof and before commencement of any proceeding on account thereof subsequent to judgment to sell any part of the Land and/or the Facility or any interest therein or any improvement thereon. In the event of any such contest, execution, or proceeding, the UNA shall protect and indemnify UBC against all costs, expense and damage resulting therefrom.

20. DEFAULT AND TERMINATION

20.1 If:

- (a) the UNA fails or neglects to make any payment due to UBC, in accordance with the terms of this License, within 30 days after UBC gives to the UNA written notice that the payment is overdue; or
- (b) subject to Section 20.2, the UNA fails or neglects to cure, or commence to take reasonable steps to cure, any default of any of the other terms, covenants, agreements, or conditions herein that the UNA is to observe, keep or perform, including, for greater certainty, any obligation of UBC which has hereby been assumed by the UNA, within 30 days after UBC gives to the UNA written notice of such default; or
- (c) the UNA uses the Facility in a manner not authorized pursuant to this License or the Joint Use Agreement, and the UNA fails or neglects to cure this default within 30 days after UBC or the School Board gives the UNA written notice of such default; or

- (d) the UNA assigns, sublicenses, parts with possession of all or any part of the Facility contrary to this License or the Joint Use Agreement, and the UNA fails or neglects to cure this default within 30 days after UBC or the School Board gives the UNA written notice of such default; or
- (e) the UNA is adjudged insolvent or makes an assignment for the benefit of its creditors or otherwise takes the benefit of any statute for the benefit of insolvent debtors; or
- (f) the Facility is no longer made available for use by Community Groups; or
- (g) the UNA abandons the Facility; or
- (h) where UBC requires the UNA's consent hereunder, but the UNA withholds its consent and UBC determines, acting reasonably, that the relationship between UBC, the School Board and the UNA is no longer functioning in accordance with the spirit and intent of this License and the Joint Use Agreement, taking into consideration any of the following: the working relationship, level of cooperation (or lack thereof), the administrative effectiveness of the management and operation of the Facility, and the legitimate expectations of UBC, the School Board and the UNA,

then in each event UBC may immediately terminate this License by written notice to the UNA.

20.2 UBC may, upon a failure by the UNA to observe, keep or perform its obligations as Manager under the Joint Use Agreement, provide written notice to the UNA of such default and the UNA will have the period of time set out in the written notice of such default, provided that such cure period is reasonable, to cure or commence reasonable steps to cure such default failing which the UNA will be in breach of its obligations as Manager. Upon such breach and failure to cure, UBC may terminate the UNA's appointment as Manager and from which effective date UBC will reassume all of the obligations that the UNA was subject to pursuant to the Joint Use Agreement and the UNA will be relieved of any further responsibility thereunder.

20.3 The UNA may dispute a decision to terminate this Licence or the UNA's appointment as Manager, by referring the matter to the dispute resolution process set out in Section 18.4 of the Neighbours' Agreement, provided that if the dispute involves the School Board, then the UNA and UBC will engage with the School Board in dispute resolution as contemplated in Article 24 of the Joint Use Agreement. For the purposes of Article 18.4(a) of the Neighbours' Agreement, the reasonable period within which the UNA may refer the matter to the Chair of the Board of Directors of the UNA and the Vice President Finance, Resources and Operations of UBC (or their respective designates) shall be conclusively deemed to be 10 days from the delivery of such written notice of termination by UBC to the UNA. If the matter is referred for dispute resolution pursuant to the Neighbours' Agreement or the Joint Use Agreement, then the effect of the notice of termination shall be suspended until the dispute resolution process has been completed.

20.4 The UNA may terminate this License and its appointment as Manager hereunder on at least 180 days written notice to UBC where either:

- (a) the UNA, acting reasonably and providing UBC with the UNA's reasons, concludes that UBC is in default of this License, including, without limitation, any failure to consult with or obtain the consent of the UNA (as the case may be) in accordance with this License; or

(b) the UNA, acting reasonably and having discussed matters with UBC, concludes that the Facility is not a facility for the benefit of Residents (including Community Groups containing a significant number of Residents) when the following factors are considered:

- (i) the usage of the Facility by Residents (including Community Groups containing a significant number of Residents) (which includes but is not limited to use of the Facility through the Community Centre);
- (ii) the administrative and financial costs to manage and operate the Facility pursuant to the terms of the Joint Use Agreement; and
- (iii) the UNA's other financial obligations.

20.5 Upon any termination of this License, the UNA shall forthwith provide UBC with such keys, equipment, documentation and equipment necessary to manage the Facility and leave the Facility in the state in which it is required to be maintained by this License, from the effective date of termination, UBC will reassume all of the obligations that the UNA was subject to pursuant to the Joint Use Agreement and the UNA will be relieved of any further responsibility therefor.

21. OCCUPATION OF THE FACILITY

If the UNA without default keeps and performs all the terms, covenants and agreements contained in this License and the Joint Use Agreement that are required to be kept and performed by the UNA, and if this License is not terminated under Article 20 of this License, then the UNA may continue its non-exclusive use and enjoyment of the Facility for the Term, subject always to the rights of UBC set out in this License and the Joint Use Agreement.

22. EASEMENT AND RIGHT-OF-WAY

UBC shall grant to the UNA such easements and rights-of-way as may be requested in writing if such, in the opinion of UBC, are reasonably required to enable the UNA to use the Facility for the Permitted Uses.

23. MOTOR VEHICULAR ACCESS TO THE LAND AND OPERATING PROCEDURES

It is understood and agreed that the Joint Use Agreement, including the Operating Procedures adopted thereunder, will stipulate the rules regarding motor vehicular access to or from any part of the Facility by the UNA or any sublicensee(s), which may include a prohibition against the parking of vehicles anywhere on the Land for loading or unloading or otherwise. Unless otherwise set out in the Operating Procedures, the UNA's access to the Land shall be restricted to foot traffic or by stroller, hand cart, wheel chair or a similar device which affords mobility to injured or physically handicapped people. This right to access shall not permit the presence of animals or active uses such as sports, or the use of bicycles, skate boards, roller blades or similar devices, unless the UNA and UBC have created Operating Procedures that would permit such uses pursuant to the processes set out in Joint Use Agreement, and otherwise, pursuant to Section 6.4 and Schedule "G" of the Neighbours' Agreement.

24. THE UNIVERSITY OF BRITISH COLUMBIA AS REGULATOR

All rights and benefits and all obligations of UBC and the UNA under this License shall be rights, benefits and obligations of UBC and the UNA respectively in their capacities as licensor and licensee under this License, and references in this License to "UBC" shall be to The University

of British Columbia in its capacity and role as licensor under this License and as registered owner of the Land and not to The University of British Columbia in its capacity as the owner of all university lands with regulatory powers with respect thereto.

25. FORCE MAJEURE

If either UBC or the UNA defaults in the performance of its covenants hereof due to a strike, lock out or other labour unrest (including a lock out commenced by UBC), act of God or through any cause beyond the reasonable control of UBC or the UNA, including an act by the School Board, UBC or the UNA, as the case may be, shall be exempt from the liability for such default, except that the UNA shall not be excused from its financial obligations hereof provided, however, that UBC or the UNA, as the case may be, shall take all reasonable steps to remove the cause of default and to resume observance of the covenants, conditions and provisos hereof forthwith after the cause of default has been removed.

26. NO PARTNERSHIP OR JOINT VENTURE

26.1 It is understood and agreed that nothing contained in this License, nor any acts of UBC and the UNA, shall be deemed to create a partnership or joint venture or any relationship between UBC and the UNA other than the relationship of licensor and licensee.

26.2 The UNA shall ensure that all promotional materials related to the Facility, including but not limited to brochures, websites, signs and other forms of advertising (print, radio, television and internet), shall clearly state that the UNA is the manager of the Facility.

27. NON-WAIVER OF DEFAULT

The waiver or acquiescence by UBC of any breach by the UNA of any term or condition of this License shall not be deemed to be a waiver of such term or condition or any subsequent or other breach of any term or condition of this License.

28. TIME

Time shall be of the essence of this License.

29. SEVERABILITY

If any part of this License shall be held to be indefinite, invalid, illegal, or otherwise voidable or unenforceable, then that part shall be severed from the balance of this License, the entire License shall not fail on account thereof, and the balance of the License shall continue in full force and effect.

30. ENUREMENT

This License shall be binding upon and enure to the benefit of UBC's and the UNA's successors and permitted assigns.

31. NOTICE

Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this License shall be given or made in writing and may be either delivered personally or sent by pre-paid registered mail or facsimile transmission, addressed to UBC at:

The University of British Columbia
Orchard House
2336 West Mall
Vancouver, BC V6T 1Z4
Attention: Treasurer
Fax No. _____

or addressed to the UNA at:

University Neighbourhoods Association
202 – 5923 Berton Avenue
Vancouver, BC V6S 0B3
Attention: Executive Director
Fax No. 604-827-5375

or to such other address as such party from time to time may specify by written notice to the other. The time of giving or making such notice, demand, request, consent or objection shall be, if delivered personally or sent by facsimile transmission, when delivered or recorded by the sender as sent, and if mailed, then on receipt at such address, provided that if delivery is made outside of regular business hours or on a weekend or statutory holiday, the delivery shall be deemed to made on the next business day.

IN WITNESS WHEREOF the said parties have hereunto set their hands the day and year first above written.

THE UNIVERSITY OF BRITISH COLUMBIA by its authorized signatories:)
Mark Crosbie)
Associate University Counsel)

Authorized Signatory)

Authorized Signatory) **PIERRE OUILLET**
VICE PRESIDENT -
FINANCE, RESOURCES & OPERATIONS

UNIVERSITY NEIGHBOURHOODS ASSOCIATION by its authorized signatories:)

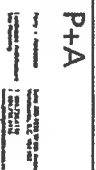
Authorized Signatory)

Authorized Signatory)

P+A

Phy. • Anthro
Lab/Field Archaeology
Int. Reporting

Box 200 955 W 8th Avenue
Durham, N.C. 27702
919.286.1111
919.286.6932
www.p+aarchaeology.com



Schedule "B"
The Joint Use Agreement
(see attached)

**UNIVERSITY HILL SECONDARY SCHOOL
ARTIFICIAL PLAYFIELD JOINT USE AGREEMENT**

(this "Agreement") dated for reference the 3rd day of October, 2012.

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a British Columbia corporation continued pursuant to the *University Act*, with an address of 107B 6328 Memorial Road, Vancouver, British Columbia V6T 1Z2

(**"UBC"**)

AND:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER), having an office at 1580 West Broadway, Vancouver, British Columbia V6J 5K8

(the **"School Board"**)

WHEREAS:

A. UBC and the School Board have entered into a lease agreement dated for reference December 1, 2010 for the purposes of the School Board constructing and operating a public secondary school to be known as University Hill Secondary School. UBC and the School Board have agreed to cooperate in the design, construction and joint use and operation of the Facility, which includes an artificial playfield, flood lighting system and other capital improvements, facilities and equipment ancillary thereto to be located on a lot owned by UBC, adjacent to the School Site.

B. UBC has agreed to fund the construction costs and to manage the construction of the Facility.

C. Both Parties are committed to maximizing the potential usage of the Facility through a spirit of cooperation.

D. The management, operation and maintenance of the Facility will be performed by UBC or a manager pursuant to an agreement between UBC and the manager, which will incorporate the terms of this Agreement. As of the date of this Agreement, UBC contemplates that it will appoint the UNA as the Manager.

E. UBC and the School Board have agreed that the School Board and Community Groups, including UBC, should share the Facility, based on this Agreement.

NOW THEREFORE in consideration of the terms and agreements hereinafter contained the Parties hereto covenant and agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 **"After-Class Hours"** has the meaning given to it in Section 6.2;
- 1.2 **"Annual Capital Contribution"** means an amount to be determined by the Operating Committee, in accordance with Section 13.1;
- 1.3 **"Capital Equipment"** means furnishings, fixtures, equipment and machinery approved by the Parties for the activities that take place at the Facility, whether affixed to the Field or the Facility or placed upon it, or otherwise of a capital nature, such as goal posts, but excludes sports equipment such as cones, nets, balls, etc.;
- 1.4 **"Capital Replacement Amount"** has the meaning given in Section 13.1;
- 1.5 **"Capital Reserve Fund"** has the meaning given in Section 13.2;
- 1.6 **"Community Centre"** means the future Community Centre planned adjacent to the School Site and Facility;
- 1.7 **"Community Group"** means any community organization or individual member of the public, and in the capacity as an organization that may request use of the Facility on the same terms conditions as any other organization or individual, includes UBC and the UNA and, for the purposes of this Agreement, any use of the Facility by any Community Group, including UBC and the UNA, but excluding School Board Users using the Facility during School Times or After-Class Hours, shall be deemed to be use of the Facility by UBC;
- 1.8 **"Community Use Times"** means:
 - (a) when the School is in session, between the hours of 6:00 p.m. and 10:00 p.m. on Monday to Friday of each week, and from 7:00 a.m. to 10:00 p.m. of every day that is a Saturday, Sunday, Statutory Holiday and other day that the School is not open, including without limitation every day of the School's spring break, summer break and Christmas break, and during "professional days"; and
 - (b) when the School is not in session, from 7:00 a.m. to 10:00 p.m. daily;
- 1.9 **"Facility"** means the improvements to be constructed in the location set out in the Site Plan attached hereto as Schedule "A", that shall consist of the Field, walkways, Capital Equipment, field lights, and landscaped areas;

- 1.10 **"Field"** means the portion of the Facility comprised of the area of the artificial turf sports field, including the turf itself and any Capital Equipment installed in or located on the artificial turf sports field;
- 1.11 **"Fieldhouse"** has the meaning given to it in Section 10.1;
- 1.12 **"Maintenance Contribution"** has the meaning given to it in Section 12.5;
- 1.13 **"Management License"** means an agreement between UBC and a person (the Manager) for the operation and management of the Facility, as it may be amended, renewed, and replaced from time to time;
- 1.14 **"Manager"** means UBC, unless UBC enters into a Management License not in conflict with this Agreement and promptly delivers a copy to the School Board, in which case and for so long as a Management License is in effect, the Manager shall be the manager named in the Management License, provided that while a Management License is in effect, as between UBC and the School Board, any obligation of the Manager under this Agreement shall be deemed to be an obligation of UBC to the School Board;
- 1.15 **"Master Schedule"** has the meaning given to it in Section 7.1;
- 1.16 **"Operating Committee"** means, unless otherwise agreed, the group composed of two (2) staff appointees of the School Board and two (2) appointees of UBC, it being understood that at least one of UBC's appointees will be a representative of the Manager, and such other School Board and UBC appointees as are mutually agreed to be appointed by the respective Parties from time to time during the Term of this Agreement;
- 1.17 **"Operating Costs"** means the costs of the operation, maintenance and repair of the Facility, including without limitation, (a) all rates for electricity, gas, sewage, telecommunications, water and other utilities and services used upon or furnished to the Facility; (b) any tax, assessment, rate, fee or similar charge of any nature whatsoever that may be levied, assessed, charged or imposed or becomes a lien or charge upon the Facility or the Lands comprising the Facility (it being anticipated that the Lands will not attract taxation of any sort, including rural tax); (c) the cost to inspect, maintain and repair the Facility and its constituent parts, including the Field, fencing, lighting system(s) and all landscaping, pathways, and all other fixtures to an operational and good state of repair, whether such maintenance and repairs are planned and budgeted for, or are unexpected and unbudgeted for; (d) cleaning, sweeping, removal of rubbish, dirt, debris and pests, painting, snow and ice removal, sanding, salting, garbage, refuse, trash and waste collection, recycling and disposal; (e) provision of security services contemplated in this Agreement; and (f) the administrative costs of the Manager related to the management of the Facility;
- 1.18 **"Operating Procedures"** means the written rules and regulations for management and use of the Facility, as approved and amended from time to time in accordance with Article 15;

- 1.19 **"Parties"** means UBC and the School Board, and **"Party"** means either of the Parties;
- 1.20 **"Schedules"** means the schedule(s) to this Agreement;
- 1.21 **"School"** means the University Hill Secondary School;
- 1.22 **"School Board"** means The Board of Education of School District No. 39 (Vancouver);
- 1.23 **"School Board Users"** means

- (a) the School Board's students, faculty and staff when participating in or attending School Board events at the Facility or during the School Times' hours of 7:00 a.m. to 3:30 p.m.;
- (b) families and friends of the School Board's students, faculty and staff and the students, faculty, staff of other school boards and their families and friends who are participating or attending joint events at the Facility (e.g. soccer matches and sports day events) in which the School Board's students, faculty and staff are participating; and
- (c) spectators of the School Board's activities at the Facility;

and, for the purposes of this Agreement, any use of the Facility by School Board Users during School Times or After-Class Hours shall be deemed to be use of the Facility by the School Board;

- 1.24 **"School Board's Proportionate Share"** means 40%, or such other proportionate share as the Operating Committee may upon annual review determine more accurately reflects the School Board's actual proportionate use of the Facility, including any use by third parties during the After-Class Hours, and excluding any use by the School Board for which the School Board has paid to UBC a fee or cost recovery charge;
- 1.25 **"School Site"** means the land and premises known as University Hill Secondary School that are the subject of a lease agreement dated for reference December 1, 2010 between the Parties;
- 1.26 **"School Times"** means every Monday through Friday from 7:00 a.m. to 6:00 p.m. excluding Statutory Holidays and days when the School is not in session (at the time of the execution of this Agreement, the School is in session from September 1 to June 30 - but see Section 7.6);
- 1.27 **"Term"** means the period of time described in Section 11.1 and 11.3 of this Agreement;
- 1.28 **"UBC's Proportionate Share"** means 60%, or such other proportionate share as the Operating Committee may upon annual review determine more accurately reflects the actual proportionate use of the Facility by users other than the School

Board but including any use by the School Board for which the School Board has paid to UBC a fee or cost recovery charge; and

- 1.29 "UNA" means the University Neighbourhoods' Association.

2 Facility Design and Construction

- 2.1 UBC will provide for the planning, design and construction of the Facility under the management of UBC staff and contractors.
- 2.2 UBC will consult the School Board's Facilities Department representatives regarding the planning, design and construction of the Facility, and after the design of the Facility is complete, shall not make any changes to such design that can be reasonably be anticipated by UBC to materially increase the capital or operating costs of the Facility, except with the prior written consent of the School Board and the UNA (subject to the UNA being a party to the Management License that is in effect), not to be unreasonably withheld or delayed.

3 The Operating Committee

- 3.1 The chair of the Operating Committee will be a delegate of UBC.
- 3.2 The Operating Committee is responsible for supervising and directing the Manager; and, without limiting the foregoing, fulfilling any other roles and functions assigned to it in this Agreement.
- 3.3 The Operating Committee will meet at times agreed upon by the Operating Committee, provided that the chair of the Operating Committee may call a meeting on his or her own initiative, giving no less than 15 days' written notice to the other committee members. The Operating Committee, by unanimous vote, may adopt rules and bylaws governing the conduct of committee business, provided they are consistent with this Agreement. If the Operating Committee is unable to achieve unanimity on a matter, the matter will be dealt with under Article 24.
- 3.4 The Operating Committee will adopt rules and bylaws that address how the committee is to act in emergency situations and where decisions from the Operating Committee are necessary before its next meeting.

4 Manager

- 4.1 Usage of the Facility shall be managed on an ongoing, day-to-day basis by the Manager in accordance with this Agreement.
- 4.2 It is contemplated that UBC will enter into a Management License with the UNA whereby the UNA will be appointed the Manager of the Facility.
- 4.3 The Management License will provide that the Manager will operate and manage the Facility in accordance with this Agreement, including, without limitation, the usage entitlements set out in Articles 5 and 6 and the general provisions described in Article 7; and the ongoing operation and maintenance obligations

set out herein. UBC shall not amend or terminate the Management License, or permit the Management License to be assigned or sublicensed, unless UBC promptly notifies the School Board in writing and provides the School Board with a copy of every such amendment, assignment or sublicense. Notwithstanding any other provision of this Agreement or of the Management License, and notwithstanding any conduct of the Parties, UBC shall be and at all times remain liable to the School Board as principal responsible for fulfillment of all obligations of UBC and the Manager under this Agreement and UBC shall have the right to enforce the obligations of the School Board, whether in its capacity as UBC or as the Manager. UBC shall, upon request of the UNA or the School Board, participate fully in any dispute resolution process engaged in between the School Board and the Manager.

5 Usage Entitlement–Community Use Times

- 5.1 The Manager is solely responsible for booking and allocating all usage of the Facility during Community Use Times and will ensure that the Facility may be booked for use during Community Use Times by Community Groups (including UBC and the UNA) and the School Board, on a fair and equitable basis, which may include first booking opportunities for use of the Facility by the UNA.
- 5.2 The Manager will book and allocate playing times to and charge and collect usage fees from users of the Facility during Community Use Times according to the Operating Procedures.
- 5.3 The Manager will implement booking and allocation practices and make decisions in accordance with the Operating Procedures.

6 Usage Entitlement–School Times

- 6.1 Subject to Section 6.2, the School Board shall have exclusive use of the Facility during School Times and shall use the Facility for recreational and athletic purposes only.
- 6.2 On weekdays between the hours of 3:30 p.m. and 6:00 p.m. when the School is in session (the “**After-Class Hours**”), the following terms apply:
 - (a) the Manager is solely responsible for all bookings of the Facility during the After-Class Hours;
 - (b) the Manager will provide the School Board with the first opportunity to book the Facility for the After-Class Hours, prior to any Community Groups (including, for greater certainty, the UNA), exercisable within reasonable advance periods prescribed in the Operating Procedures;
 - (c) if the Facility is not booked for use by the School Board during a particular day's After-Class Hours, then after the School Board's first opportunity to book the Facility has expired, the Manager may book access to the Facility for Community Groups during this time;

- (d) if the School Board, including for greater certainty, the School, wish to use the Facility during the After-Class Hours but has not exercised its first opportunity to book within the time prescribed in the Operating Procedures, then it must make a booking with the Manager, and if the Facility is already booked, then the School Board cannot "bump" the conflicting booking; and
 - (e) Section 8.2 applies in respect of usage fees collected from Community Groups using the Facility during the After-Class Hours.
- 6.3 The Operating Committee will, from time to time, develop and the Manager will implement as part of the Operating Procedures, a policy for bookings during After-Class Hours, including the details of the first booking opportunity described above, and the administration charge payable by the School Board for bookings during After-Class Hours. The Manager will, from time to time, invite feedback, input and guidance and request directions from the Operating Committee regarding such Operating Procedures.
- 7 Usage Entitlement-General Provisions**
- 7.1 The Manager shall maintain a schedule (the "**Master Schedule**") that will set out the Community Use Times, the School Times including the After-Class Hours, and all scheduled bookings.
- 7.2 The Manager shall make available to the Parties and the public information regarding bookings during the Community Use Times and the After-Class Hours, and shall administer bookings by keeping and managing the Master Schedule.
- 7.3 For the purpose of more effective planning and administration of the Facility:
 - (a) UBC and the School Board shall provide the Manager with their proposed usage schedule for Community Use Times by calendar quarter, and not later than one month prior to the start of each quarter. The Manager shall be responsible for booking time during the Community Use Times that is not booked in either Party's proposed usage schedule for any given quarter, and shall use best efforts to accommodate requests for such time; and
 - (b) the School Board will provide the Manager with its schedule of usage during After-Class Hours not later than one month prior to the start of each calendar quarter and, to the extent the information is readily available to the School Board, School Times.
- 7.4 Subject to any first booking opportunities that may be provided to the UNA pursuant to Section 5.1, the Manager shall not give priority to any Community Group (including UBC and the UNA) or the School Board, for bookings during Community Use Times.
- 7.5 In order to ensure reasonable sharing and optimum use of the Facility over the Term of this Agreement, the Operating Committee will conduct and facilitate an annual review of Facility allocation times, actual usage (and for this purpose

entitlement to exclusive use shall be deemed actual usage), and demand levels. This review may result in proposals to change or adjust the schedule of usage entitlements. Such changes or adjustments will be effective only with the written consent of UBC and the School Board for a period of up to one year after each review.

- 7.6 The School Times and the terms of this Agreement have been negotiated on the basis that the School is in session from September 1 to June 30. Should the school calendar move towards an all-year or balanced calendar, or any other change to the school calendar that affects the dates on which the School is in session, then the Parties, through the Operating Committee, will discuss proposals to amend the School Times and Community Use Times, provided that no changes to reflect amended school session will be effective until the Parties have agreed in writing to modify this Agreement, which agreement is not to be unreasonably withheld.

8 Usage Fees

- 8.1 Except as set out in Section 8.2 below, all usage fees collected from users of the Facility shall be retained by UBC (unless otherwise set out in the Management License as between UBC and the Manager).
- 8.2 UBC shall cause the Manager to remit to the School Board, 90% of the usage fees generated from Community Groups' use of the Facility during After-Class Hours. For the School Board usage of the Facility during After-Class Hours, the School Board shall pay the Manager an administration charge equal to no more than 10% of the lowest usage fees charged to third party users (excluding users who are permitted to use the Facility free of charge (if any)).
- 8.3 The Operating Committee shall set the usage fees for Community Use Times and After-Class Hours, including any preferred rates that may apply to bookings made by the School Board during Community Use Times, and the UNA for the programming of the Community Centre. It is understood that the Operating Committee will ensure that the preferred rates will be determined and applied in a manner that is fair and equitable to both the School Board and the UNA, given their respective usage of the Facility.
- 8.4 At the request of either of the Parties, or the request of any other member of the Operating Committee, the Manager shall provide to the Operating Committee a detailed accounting of the Facility's bookings, revenues and expenses incurred in any specified prior period(s).

9 Other Facilities on the UBC Vancouver Campus

On occasion, the School Board may request the use of sport facilities operated by UBC at the UBC Vancouver Campus, such as baseball diamonds or the running track facilities located north of 16th Avenue, for the students of the School. All requests are to be made to the UBC Athletics and Recreation Department, who will determine availability in discussion with the School Board. If the Athletics and Recreation Department determines that the facilities are available for the School's use, then the usage charge to be paid by the School

Board shall be the lowest rate charged to third party users (excluding users who are permitted to use such facility(ies) free of charge (if any)).

10 The Fieldhouse

- 10.1 At the School Board's election, UBC will construct, in conjunction with the construction of the Facility, a storage facility for equipment to be used when using the Field and emergency supplies (the "**Fieldhouse**").
- 10.2 The Fieldhouse will be constructed at the expense of and for the exclusive use of the School Board as a storage facility for the School Board's equipment and emergency supplies, unless UBC and the School Board agree in writing to a joint use arrangement.
- 10.3 Unless otherwise agreed by the Parties in writing, the School Board is solely responsible for the costs associated with the Fieldhouse, which, without limiting the generality of the foregoing, include the costs that are included in the definition of Operating Costs in this Agreement, including operation, maintenance (including repainting), repair, security, insurance and includes the cost of replacement and reconstruction of the Fieldhouse (the "**Fieldhouse Costs**").
- 10.4 For greater certainty, the Maintenance Contribution and the funds in the Capital Replacement Fund will not be used to pay any Fieldhouse Costs, unless otherwise agreed by the Parties in writing.
- 10.5 If the Parties agree in writing that the Fieldhouse will be or become a joint facility, then UBC and the School Board shall modify this Agreement or enter into a separate agreement in order to settle operating procedures, allocation of Fieldhouse Costs, and the Parties' respective roles, rights and obligations in respect of the Fieldhouse.

11 Term and Termination

- 11.1 The Parties' respective rights to the Facility hereunder commence on the later of the date of substantial completion of the Facility and the first school session at the School, unless this Agreement is otherwise terminated pursuant to this Article 11. If the Facility is ready for use by Community Groups prior to the opening of the School, then the Facility will be made available for such use, provided that the School Board shall not be liable to pay any share of any Operating Costs attributable to such time and such use (on the understanding that the School Board will pay its share of any Operating Costs that would have been incurred in any case to ready the Facility for use on the day the School opened).
- 11.2 This Agreement shall terminate in any of the following circumstances,
 - (a) Automatically, with no liability to either Party, if the School Board advises UBC in writing that the School will not be opened, expressly referencing this provision.
 - (b) On one year's notice from the School Board, if a government directive or changes to provincial government policies binding on the School Board

result in all school boards in the Province no longer being required to provide students with access to outdoor athletic or recreational facilities. For greater certainty, in this situation, the Parties will continue to comply with their obligations under this Agreement until the effective date of termination, and UBC is entitled to retain the entire amount of the Capital Reserve Fund accrued to the effective date of termination.

- (c) On one year's written notice from either party if the School Board resolves by bylaw to close the School. In this situation, the Parties will continue to comply with their obligations under this Agreement until the effective date of termination, and UBC is entitled to retain the entire amount of the Capital Reserve Fund accrued to the effective date of termination.

11.3 This Agreement shall remain in effect as long as the School Board continues to operate a public secondary school at the School Site and the Facility remains in operation, unless this Agreement is earlier terminated pursuant to this Article 11. For greater certainty, this Agreement will co-terminate with the lease agreement between UBC and the School Board dated for reference December 1, 2010, for the School Site. In the meantime, this Agreement will be reviewed by the Parties every five years to determine in good faith whether it would be appropriate to revise the Agreement to reflect any intervening events or circumstances.

11.4 If the School Board believes that UBC is in default of any material term of this Agreement, then the School Board may give UBC written notice of such default requesting that UBC take immediate steps and diligently proceed to correct such default within 30 days of receiving such notice. UBC may dispute such notice under the dispute resolution process set out in Article 24. If within 30 days after receiving the notice, UBC fails to dispute the notice and fails to take immediate steps and proceed diligently to remedy the default, then the School Board may terminate this Agreement upon written notice to UBC given pursuant to Article 23. In this situation, in addition to any other remedies available to it, the School Board is entitled to the return of the aggregate School Board's Annual Capital Contribution accrued to the effective date of termination, plus interest actually accrued thereon.

11.5 If UBC believes that the School Board is in default of any material term of this Agreement, then UBC may give the School Board written notice of such default requesting that the School Board take immediate steps and diligently proceed to correct such failure within 30 days of receiving such notice. The School Board may dispute such notice under the dispute resolution process set out in Article 24. If within 30 days after receiving the notice, the School Board fails to dispute the notice and fails to take immediate steps and proceed diligently to remedy the default, then UBC may terminate this Agreement upon written notice to the School Board given pursuant to Article 23. In this situation, in addition to any other remedies available to it, UBC is entitled to retain the entire amount of the Capital Reserve Fund accrued to the effective date of termination.

12 Maintenance and Repair

12.1 The Parties shall not use or knowingly permit the use of the Facility in a manner which might cause damage to the Facility beyond reasonable expectations of

wear and tear. Notwithstanding any other provisions of this Agreement, each of the Parties shall be responsible for the costs of repair attributable to its own activities.

- 12.2 If the Facility is damaged beyond ordinary wear and tear, the work deemed necessary by UBC to reinstate the Facility from such misuse will be performed by UBC and the full costs will be paid:
- (a) by the School Board, if the damage is caused by a School Board User;
 - (b) by UBC, if the damage is caused by a Community Group; and
 - (c) as an Operating Cost, if the damage is caused by: (i) an unforeseeable occurrence beyond the reasonable control of any Party (for example, weather, natural disasters etc.), (ii) any unknown person, or (iii) an unauthorized user of the Facility.

The costs will be payable upon receipt of an invoice from UBC.

- 12.3 The Parties will assist one another and the Manager, to the extent possible given applicable laws, regulations and policies, to recover the costs of repair from the person(s) who cause damage to the Facility. Any funds recovered shall be paid to the Party(ies) responsible for payment of the costs in accordance with Section 12.2 above.
- 12.4 The Manager will carry out periodic inspections of the Facility, in the manner and frequency directed by the Operating Committee, and shall report the results to UBC and the Operating Committee. UBC and the School Board may also carry out their own inspections of the Facility. Should any such inspection reveal, in the judgment of the inspector, a need for maintenance or repair such that until the maintenance or repair is carried out, the Facility may be hazardous or unsafe for use, then notice shall be given immediately to the Manager and the Operating Committee. Unless a Party disputes the assessment of the inspector under Article 24, the Facility will be closed, both Parties shall immediately cease their usage of the Facility, and the Manager will cancel all affected bookings, until the maintenance or repairs have been completed.
- 12.5 The School Board shall pay to UBC the School Board's Proportionate Share of the annual Operating Costs incurred in each and every year of the term of this Agreement, and this annual payment is herein referred to as the **"Maintenance Contribution"**.
- 12.6 Subject to payment by the School Board to UBC of the Maintenance Contribution, UBC shall contribute UBC's Proportionate Share of the annual Operating Costs incurred in each and every year of the term of this Agreement and use that, plus the Maintenance Contribution to maintain and repair the Facility, including all costs thereof to a reasonable standard as determined by reference to similar facilities designated as such by unanimous agreement of the Operating Committee, provided that UBC shall determine in its sole discretion the work program and timetable therefor. Without limitation, UBC shall be responsible for providing an appropriate number of litter receptacles on the

Facility and UBC will arrange, and the maintenance budget will include the cost of, collection and off-site disposal of litter in a timely manner. The Maintenance Contribution will be held by UBC or, at UBC's direction, in the accounts of the Manager, provided that UBC remains liable to the School Board for the management of the account and the use of these funds.

- 12.7 For each year, the estimated Maintenance Contribution shall be approved in advance by the Operating Committee, with reference to a budget for the anticipated Operating Costs for the Facility. The School Board shall pay the estimated Maintenance Contribution to UBC in quarterly installments, with the first installment due within 30 days of receipt of an invoice therefor from UBC. UBC shall pay the Operating Costs as they come due, and provide to the Operating Committee a financial accounting of actual Operating Costs within 30 days after the end of each calendar year. If the estimated Maintenance Contribution paid by the School Board for a year is less than the School Board's Proportionate Share of the actual Operating Costs for that year, then the School Board shall pay the shortfall within 30 days of receipt of an invoice from UBC. If the estimated Maintenance Contribution paid by the School Board for a year is more than the School Board's Proportionate Share of the actual Operating Costs for that year, then UBC shall reimburse the excess within 30 days of submitting its accounting to the Operating Committee.
- 12.8 It is understood that the Manager's responsibility is to ensure that the Facility is in a proper state for use for all users, meaning that it is in a neat, tidy and clean condition, free from nuisance. The cost of doing so is an Operating Cost. To assist in reducing the Operating Costs, each Party will instruct all Facility users, and where applicable make it a term of any Facility use license/agreement for the use of the Facility, to ensure that the Facility is left in a neat, tidy and clean condition and that a failure to do so will result in the Facility user being responsible for extraordinary clean-up costs incurred. The Operating Committee will establish a protocol for addressing circumstances where a Party's use of the Facility results in extraordinary cleaning costs, on the following principles:
- (a) where the extraordinary cleaning costs arise from a revenue generating use, the costs should be counted against the revenue received for that use; and
 - (b) where the extraordinary cleaning costs arise from non-revenue generating uses, the Party authorizing that use will be responsible for the cost of the extraordinary cleaning costs (for example, the School Board will be responsible for extraordinary cleaning costs incurred as a result of use during School Times and for the School Board's use during After Class Hours, and the Manager will be responsible for extraordinary cleaning costs arising from non-revenue generating uses by Community Groups during After Class Hours and Community Use Times).

13 Capital Replacement

- 13.1 UBC and the School Board will, within one year after the School Board has commenced using the Facility, determine the estimated useful life of the Facility and components thereof, the estimated cost to replace the Facility and

components thereof, to a standard of quality, design, technology and materials comparable to those used in the original Facility and components, updated only to the extent that such design, technology and materials are not available and must be replaced by currently available reasonably comparable alternatives (a "**Comparable Standard**"), at the end of their respective useful lives (the "**Capital Replacement Amount**"), and the amount required to be set aside annually over that period to pay that replacement cost ("**Annual Capital Contribution**"). The Parties may revise its determination of the Capital Replacement Amount, and in turn, the Annual Capital Contribution, from time to time, as needed to ensure sufficient funding of the estimated costs of such replacement.

- 13.2 The Annual Capital Contribution will be held by UBC in an interest bearing account to be known as the "**Capital Reserve Fund**". At UBC's direction, the Capital Reserve Fund may be held by the Manager, provided that UBC remains liable to the School Board for the management of the account and the use of the Capital Reserve Fund.
- 13.3 While this Agreement is in effect, the School Board shall deposit in the Capital Reserve Fund the School Board's Proportionate Share of the Annual Capital Contribution (the "**School Board's Annual Capital Contribution**") no later than December 31st of every year of the Agreement.
- 13.4 While this Agreement is in effect, UBC shall deposit in the Capital Reserve Fund UBC's Proportionate Share of the Annual Capital Contribution ("**UBC's Annual Capital Contribution**"), no later than December 31st of every year of the Agreement.
- 13.5 Unless otherwise expressly agreed in writing by the Parties in their respective discretion, the funds in the Capital Reserve Fund shall only be used for repairs and replacements of the Facility and capital components thereof to a Comparable Standard. UBC shall give to the School Board a financial accounting of any funds expended out of the Capital Reserve Fund.
- 13.6 No less than six months prior to the scheduled end of the useful life of the Facility, as determined in accordance with Section 13.1, or if the Facility is destroyed, suffers substantial damage or otherwise requires substantial capital replacements (in either case, "**End of Useful Life Date**"):
 - (a) the Capital Reserve Fund and any insurance proceeds received by either Party in respect of the Facility (if any) (collectively, the "**Available Funds**"), will be used by UBC to begin the process to replace the Facility and components to a Comparable Standard, and upon receiving the approval of the School Board as to the design of the replacement facility, UBC will commence work on the replacement facility;
 - (b) if the Parties cannot agree that it is possible to replace the Facility and components to a Comparable Standard using only the Available Funds, the parties will refer the question of whether it is possible to replace the Facility and components to a Comparable Standard using only the Available Funds to dispute resolution in accordance with Article 24 and:

- (i) If the result is that it is possible to replace the Facility and components to a Comparable Standard using the Available Funds, the Available Funds will be used by UBC to begin the process to replace the Facility and components to a Comparable Standard, and upon receiving the agreement of the School Board as to the design of the replacement facility (such agreement not to be unreasonably withheld or delayed), UBC will construct the replacement facility; or
- (ii) If the result is that it is not possible to replace the Facility and components to a Comparable Standard using only the Available Funds, then each Party has the option of paying the difference between the estimated cost to replace the Facility and components to a Comparable Standard and the Available Funds. If the option is exercised, the Parties agree that the replacement facility will be built, and the Parties will negotiate in good faith for fair and equitable adjustments to this Agreement regarding cost sharing and the Parties' respective usage rights (for greater certainty, if an agreement is not achieved, the parties will submit the matter for resolution in accordance with Article 24).

If neither party exercises its option within 60 days of the arbitrator's decision and the replacement facility is not rebuilt, then unless otherwise agreed, the Agreement will terminate and the Capital Reserve Fund will be refunded to the Parties in proportion to their respective Proportionate Shares.

- (c) if one Party wishes the replacement facility to have additional features and/or functionalities, such that the replacement facility will be more expensive to build and/or operate, that Party may make a proposal to do so, with reasonable particulars. If the Parties do not agree to proceed on the basis of this or otherwise agreed upon proposal, the Parties will proceed with the replacement of the Facility with a facility constructed to a Comparable Standard in accordance with the other sections of this Article 13.

13.7 If the Parties agree to engage insurance to pay the cost of replacing the Facility or a part thereof, then the Capital Reserve Fund will be utilized to pay any applicable deductible and the balance of the Capital Reserve Fund shall remain in place to be replenished and utilized in accordance with this Agreement.

13.8 Unless otherwise agreed by the Parties in writing, once the decision to proceed with the repair or replacement has been reached pursuant to the other sections of this Article 13, including the School Board's approval of design pursuant to Sections 13.6(a)13.6(b)(i), the arrangements for replacement or rehabilitation of the Facility or any component of the Facility, including the planning and approval process and construction of the same, shall be determined by UBC, in consultation with the School Board through the Operating Committee, having regard for the standard established for the original design and construction of the Facility. UBC may use its own forces to carry out the work contemplated in this Agreement, and may, at its discretion, use such contractors and consultants as

UBC deems necessary to perform the work. For greater certainty, where UBC is entitled to recover costs pursuant to this Agreement, UBC may charge for the use of its own forces at the rates UBC charges to its own departments internally.

- 13.9 Unless otherwise agreed, this Agreement will continue in respect of the replacement facility, including the provisions in respect of establishing and maintaining a new Capital Reserve Fund for the design and construction of a further replacement facility, with the appropriate provisions regarding the period of time during the decommissioning of the existing facility and construction of the replacement facility.

14 Alterations or Additions to the Facility

The School Board shall not make or cause to be made any alterations or additions to the Facility. UBC shall not make or cause to be made any alterations or additions to the Facility, other than those carried out by way of routine maintenance, repair or replacements required from time to time, without first obtaining the written approval of the Operating Committee.

15 Operating Procedures

- 15.1 The Operating Procedures will be developed by the Operating Committee. The Operating Procedures will be effective when formally approved by unanimous written resolution of the Operating Committee.
- 15.2 The process of amending the Operating Procedures from time to time will be coordinated by the Operating Committee. Changes to the Operating Procedures will be effective when approved by unanimous written resolution of the Operating Committee.
- 15.3 In addition to any matter referenced elsewhere in this Agreement, the Operating Procedures will include a schedule of usage fees, rules regarding usage fees, cancellation policies, rules of conduct for users, and booking guidelines for After-Class Hours and Community Use Times that ensure the efficient, effective and fair management and use of the Facility.

16 Conditions of Use by the School Board

- 16.1 Except as expressly provided herein, the School Board shall not allow any person other than School Board Users to use the Facility during the School Times and the School Board's bookings during After-Class Hours. During these times, the Facility shall be used only for athletic or recreational activities sponsored and controlled by the School Board unless otherwise specifically authorized by unanimous written resolution of the Operating Committee. Notwithstanding the above, both Parties recognize that there may be unsanctioned use of the Facility by members of the public during the School Times.
- 16.2 The School Board shall provide reasonable supervision of School Board Users, including any reasonably required security services, during School Times and the School Board's bookings during After-Class Hours.

- 16.3 The School Board shall ensure that all School Board Users who are on or adjacent to the Facility during School Times and the School Board's bookings during After-Class Hours comply with the Operating Procedures.
- 16.4 Where the School Board obtains from a user of the Facility either insurance, or an indemnity in favour of the School Board, or both, the School Board shall ensure that, as applicable, the insurance also names UBC and the Manager as additional insured and the indemnity also names UBC and the Manager as indemnified parties.

17 Conditions of Use by UBC or a Community Group

- 17.1 The Manager shall ensure that the Facility is only used during Community Use Times and After-Class Hours for athletic or recreational activities, unless otherwise specifically authorized by unanimous written resolution of the Operating Committee. Notwithstanding the above, both Parties recognize that there may be unsanctioned use of the Facility by members of the public during the Community Use Times and After-Class Hours.
- 17.2 Where UBC obtains from a user of the Facility either insurance, or an indemnity in favour of UBC, or both, UBC shall ensure that, as applicable, the insurance also names the School Board as an additional insured and the indemnity also names the School Board as an indemnified party.
- 17.3 The Manager shall take reasonable steps to ensure that all participants and spectators who are on or adjacent to the Facility during Community Use Times and After-Class Hours (except during School Board bookings, when the School Board is responsible) comply with the Operating Procedures.
- 17.4 The Manager shall ensure that the Facility is left in a tidy, litter free condition after each use by a Community Group.
- 17.5 The Manager shall provide reasonable supervision of usage of the Facility, consistent with its practices at other Manager-managed fields, including any reasonably required security services, other than during School Times.

18 Parking

- 18.1 The School Board shall provide access to pay parking spaces at the School Site on a "first come first served" basis during Community Use Times, subject to the School Board's right to reserve parking for school events on reasonable prior notice. The Parties acknowledge that it is anticipated that pay parking spaces will be available at the Westbrook Village shopping centre during Community Use Times; and that the Facility will not include parking facilities.

19 Insurance and Indemnity

- 19.1 Prior to either Party making use of the Facility, each Party shall obtain comprehensive general liability insurance against personal injury, property damage and other liability claims arising from the use of the Facility, in a

minimum amount of \$5,000,000 per occurrence. UBC and the School Board shall each obtain, maintain and pay for their own liability insurance coverage.

- 19.2 UBC's general liability policy shall name the School Board as an additional insured. The School Board's general liability policy shall name UBC, its Board of Governors, employees, servants and agents as additional insured and, for greater certainty, will name the Manager as additional insured.
- 19.3 Each Party's general liability policy shall include a cross liability clause and broad form coverage for contractual liability. Such insurance shall be primary in respect of all claims arising out of this Agreement and shall not participate with nor be excess over any valid and collectable insurance carried by UBC.
- 19.4 It is understood and agreed that the School Board wishes to self-insure its obligations under this Agreement from time to time through the Schools Protection Program. Prior to the School Board's first use of the Facility, the School Board shall provide to UBC full details of its self-insurance plan and upon the School Board receiving UBC's written consent (which may have reasonable conditions attached) to the self-insurance plan, such consent not to be unreasonably withheld or delayed, the School Board may commence using the Facility in accordance with this Agreement. If the School Board should ever discontinue its self-insurance program, then the School Board shall obtain the insurance that is required to be in force pursuant to this Article 19.
- 19.5 UBC shall indemnify and save the School Board harmless from any loss, costs or claims that the School Board suffers resulting or arising from any default of the Manager or UBC under this Agreement.
- 19.6 The School Board shall indemnify and save UBC harmless from any loss, costs or claims that UBC suffers resulting or arising from any default of the School Board under this Agreement.

20 Sports Equipment and Capital Equipment

- 20.1 All sports equipment, including but not limited to balls, nets and cones, belonging solely to a Party to this Agreement or Community Group and used on the Field shall be identified by distinctive markings provided by such Party or Community Group. If the Fieldhouse is constructed, the equipment stored in the Fieldhouse must be identified by distinctive markings of the Party that owns the equipment.
- 20.2 Subject to Sections 20.3 and 20.4, the Parties shall not use equipment that is solely owned by any of the other Parties or any Community Group, or remove the same from the Facility or Fieldhouse as the case may be, without the approval of the other Party or the Community Group, as applicable.
- 20.3 Where approval to use sports equipment is given pursuant to Section 20.2, UBC and the School Board, as the case may be, shall use such equipment in a reasonable and proper manner.
- 20.4 If the Parties agree to acquire and share specific Capital Equipment, the Operating Committee will establish specific conditions for its use and storage.

21 Force Majeure

- 21.1 The obligations of UBC and the School Board under this Agreement shall be suspended during any period when a Party is prevented from fulfilling its obligations for reasons beyond its control, including without limitation, strikes, lockouts, labour dispute, civil commotion, invasion, rebellion, hostilities, sabotage, riots or other civil disorders, fires, floods, earthquakes and other natural disasters or acts of God, and delay or inability to obtain supplies, labour, permits, approvals or consents required for the performance of one's obligations under this Agreement and other events that are beyond its control, whether similar to the above or not.
- 21.2 The Parties covenant to cooperate with each other in minimizing the effect of any labour dispute which any such Party may have upon the operations of the other Party. The Parties covenant that in the event of a labour dispute, the Party involved in such dispute shall take all appropriate steps to protect the Party not involved in the dispute from interference with its or their operations caused by the dispute and without limiting the generality of the foregoing, to eliminate picketing which may cause such interference. Such steps shall be taken at the expense of the Party involved in the dispute and the non-involved Party shall have the right to retain counsel at its own expense to recommend to the Party involved in the dispute appropriate action to protect the Party not involved. The Party involved shall give due consideration to the recommendation of counsel for the Party not involved. This paragraph shall not be construed to require a Party involved in a dispute to meet the demands of any Party with whom it has the dispute.
- 21.3 Neither of the Parties shall bring any action against or claim damages for compensation from the other for any loss, cost, expense or liability suffered as a result of a labour dispute other than in respect of a breach of the covenant contained in these Sections 21.2 and 21.3.

22 Severability

- 22.1 If any portion of this Agreement is held to be invalid by a court, the invalid portion shall be severed and the invalidity shall not affect the remainder of this Agreement.

23 Notice

- 23.1 Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and may be either delivered personally or sent by fax or registered mail, postage prepaid, addressed to UBC at:

The University of British Columbia
143B 6328 Memorial Road
Vancouver, British Columbia
V6T 1Z2
Attention: The Vice-President, Finance, Resources and Operations

with a copy to:

The Office of the University Counsel
6328 Memorial Road,
Vancouver, BC, V6T 1Z2
Attention: University Counsel

or addressed to the School Board at:

The Board of Education of School District No. 39 (Vancouver)
1580 West Broadway
Vancouver, British Columbia
V6J 5K8
Attention: Secretary-Treasurer

24 Dispute Resolution

24.1 Except as the Parties may otherwise expressly agree in writing, any dispute or disagreement, including a failure of the Operating Committee to achieve unanimity, shall be referred, in writing, to the following persons, in the order listed:

- (a) Level One: the School Board's Manager of Operations, and UBC's Associate Vice-President, Campus and Community Planning, or their respective designates;
- (b) Level Two: the School Board Secretary-Treasurer and UBC's Vice-President, Finance, Resources and Operations.

At each level, each of the persons above will be given a reasonable period of time to consider the matter, the length of such period to depend upon the matter's urgency and, in any event, not to exceed ten (10) business days. If, after the persons at Level One have had the aforementioned opportunity to consider the matter, the matter remains unresolved, then either Party wishing to pursue the matter shall refer the matter to the persons at Level Two. If, after the persons at Level Two have had the aforementioned opportunity to consider the matter, the matter remains unresolved, then either Party wishing to pursue the matter shall submit the matter to arbitration pursuant to Section 24.2.

24.2 If the Parties remain in disagreement following the dispute resolution process in Section 24.1, then the dispute will be submitted to and finally resolved by a single arbitrator appointed pursuant to the *Commercial Arbitration Act* of British Columbia. The rules of the British Columbia International Commercial Arbitration Centre, as amended from time to time, shall apply. The case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its Domestic Commercial Arbitration Rules of Procedure, as they may be amended from time to time. The arbitrator shall be instructed that the Parties wish any dispute to be resolved on a basis that recognizes the following principles:

- (a) the resolution should maximize the use of the Facility;

- (b) the resolution should be fair and equitable to the Parties; and
- (c) a Party should be responsible for its own default, negligence or misconduct, but not for the default, negligence or misconduct of the other Party.

25 Statutes and Bylaws

- 25.1 This Agreement does not limit or affect the powers of the Board of UBC under any statute, bylaw or other enactment.
- 25.2 This Agreement does not limit or affect the powers of the Board of Trustees of the School Board under any statute, bylaw or other enactment.
- 25.3 No waiver of any default by either Party shall be effective unless expressed in writing and no waiver or condonation of a previous default shall operate as a waiver of any subsequent default.

26 Scope and Nature of Relationship

- 26.1 The Parties expressly disclaim any intention to create a partnership and nothing in this Agreement shall constitute the Parties as partners or constitute a Party to this Agreement as the agent or legal representative of the other Party.
- 26.2 No Party shall have, or represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of, any other Party, nor shall any Party be, or represent that it is, the partner, agent or legal representative of any other Party.

27 Assignment

- 27.1 In the event of a statutory reconstitution of the School Board, the successor entity having jurisdiction to govern the School shall be the assignee of all the School Board's rights and obligations under this Agreement. The School Board may not otherwise assign its rights this Agreement without the prior written permission of UBC, which permission is in the sole discretion of UBC.
- 27.2 It is contemplated that UBC will assign certain of its rights and benefits under this Agreement to, and have certain of its obligations assumed by the UNA or another Manager under a Management License. Any such assignment and assumption shall be in writing and despite such assignment and assumption, shall not (unless otherwise expressly agreed by the Parties in writing) release UBC from any of its rights or obligations hereunder.

28 Miscellaneous

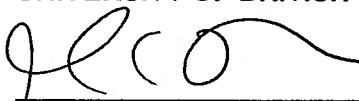
- 28.1 This Agreement shall be governed by the laws of British Columbia.
- 28.2 This Agreement, together with the Schedules attached hereto, forms the entire agreement between the Parties with regard to its subject matter and there are no

representations or warranties except as expressed in this Agreement and the Schedules attached hereto.

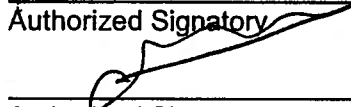
- 28.3 Words herein importing the singular number or the feminine gender only shall include more persons, parties or things of the same kind than one, and males or corporations as well as females, and the converse whenever the context requires; also these presents shall extend to, be binding upon and inure to the benefit of UBC and the School Board and the successors and assigns of UBC and the successors and permitted assigns of the School Board.

IN WITNESS whereof the Parties hereto executed this Agreement on the date first above written.

SIGNED FOR AND ON BEHALF OF THE
UNIVERSITY OF BRITISH COLUMBIA by:

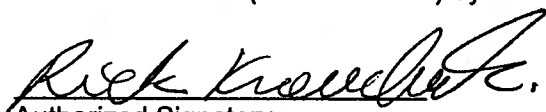

Authorized Signatory


Mark Crosbie
Associate University Counsel


Authorized Signatory

PIERRE OUILLET
VICE PRESIDENT -
FINANCE, RESOURCES & OPERATIONS

SIGNED FOR AND ON BEHALF OF THE
BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 39 (VANCOUVER) by:


Authorized Signatory


Authorized Signatory





Report Date: April 13, 2021
Meeting Date: April 20, 2021
From: Wegland Sit, Operations Manager
Subject: Lot 11 Community Garden License Agreement

Background

The first community garden in the UNA – Hawthorn Community Garden opened in 2008, followed shortly by Rhodo Community Garden. Nobel Community Garden was opened in 2012. There are a total of 188 plots between the three gardens.

The three community gardens provide opportunities for community members to grow their own food and flowers, connect with nature, and to be part of the garden community.

The UNA manage all three community gardens, day to day garden operation is also supported by garden volunteers and local garden representatives. Due to its high demand, as of April 2021 we have 167 residents on the UNA gardening application waitlist.

Decision Requested

THAT the Board approve the attached Lot 11 Community Garden License Agreement and authorize the Chair to execute the agreement.

Discussion

On June 2020, UBCPT advised the UNA about the new Greenway Community Garden Project in their Lot 11 development. The Greenway Community Garden Project was originally intended for the UBCPT residential rental building on Lot 10 in Westbrook Neighborhood.

Due to several factors, UBCPT eventually decided that it would be more preferable to make these plots available to the UNA, for the UNA to manage through its existing Community Garden program.

Due under the above circumstances, the UNA only took part in the garden layout and design after the mid-way point in the community garden construction project. The UNA Operations and Sustainability Department identified several layout concerns, later working closely with UBCPT team, the UNA provided design recommendation and adjustments were made into the final design of the garden.



The Lot 11 Community Garden has 29 plots in total plus a garden tool shed.

21 plots are full size plot (7" x 7") and 8 plots are half size plot (3" x 7").

As UBCPT is the owner of the residential site, the UNA would be given a License to operate a community garden by UBCPT.

Since this is a new license agreement between the UNA and UBCPT, the UNA Delegation of Authority corporate policy requires the agreement to be approved by the Board.

The license is based on the Hawthorn Community Garden License Agreement. This license has a 3 year term, it will grant the UNA the permission to operate and manage Lot 10 as a community garden from March 29, 2021 to March 28, 2024. The UNA will be responsible for the upkeep and maintenance of the Lot 10 Community Garden. At the end of the term there is an option for extension. However, the extension is subjected to UBCPT's decision.

Financial Implications

Financial implications of the Lot 11 community garden are largely divided into two main categories:

- 1) Annual Garden Revenue, and
- 2) Operations and Management Expense

Annual Garden Revenue

The current annual garden plot gardening fee is at \$55.00 for a full garden plot. The annual garden fee covers the use of a garden plot, access to tools and equipment, workshops, and any other garden activities.

Given the high demand, we expect the Lot 11 Community Garden will be fully filled up by our waitlist gardeners immediately. This garden is expected to generate \$1,100.00 of garden revenue annually.

Operations and Management Expenses

For the garden's day-to-day operations, the short-term expenses are mainly coming from springtime topsoil delivery, green garden waste removal service, organic weed spray and line trimming. These expenses totaled approximately at \$860.00 annually.

Long term operation expense is more challenging to predict. Having said that, the garden is expected to face more expenses as it ages. For example, a more near-term item is mulch resurfacing cost. In 5 – 10 years, garden plots will require repair as required, garden fixtures maintenance cost will gradually appear further down the road.



The revenue of the community garden is an ongoing budgeted item that is under Sustainability and Operation department. The operation is an ongoing budgeted item that is budgeted under the Sustainability and Operation department.

Operational Implications

The UNA Operations department manages the maintenance and operations of the UNA Community Garden. The existing service provider that oversees the garden day-to-day operations can easily absorb the additional workload coming for the Lot 11 Community Garden. Hence, there is no negative operational implications expected.

The UNA Sustainability department manages the administration, initial allotment, and annual renewal process. To apply for a garden plot, gardener must be a UNA Resident with an active UNA Access Card. Plots are assigned on a first come first serve basis, according to the date of garden plot application. Once an application is received, gardener's name will be added to the waitlist.

Strategic Objective

Community/Stakeholder Relations

Attachments

1. 2021-04-07 - Community Garden License Agreement – UNA.pdf
2. Schedule B - Garden-Agreement_2021-2022.pdf
3. Schedule C - Ground Lease.pdf

Concurrence

1. Julia Gellman, Sustainability Specialist

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wegland Sit', is written over a horizontal line.

Wegland Sit
Operations Manager



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

**UNA BOARD MEETING
OPEN SESSION**

A handwritten signature in blue ink, appearing to read 'Sundance Topham', is written over a horizontal line.

Sundance Topham
Chief Administrative Officer

LICENSE AGREEMENT
(Over Part of Lot 11, Plan EPP102569)

This License Agreement is dated for reference **March 29, 2021**

BETWEEN:

UBC PROPERTIES INVESTMENTS LTD., (Incorporation No. BC0578584), a British Columbia company having an office at Suite 200, 3313 Shrum Lane, Vancouver, British Columbia, V6S 0C8, as Trustee, for UBC Properties Trust

(the "**Licensor**")

AND:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION, a society duly incorporated under the law of British Columbia (Incorporation No. S0044722), having its registered office at #202 – 5923 Berton Avenue, Vancouver, British Columbia V6S 0B3

(the "**Licensee**")

In this License Agreement "we", "our" and "us" refer to the Licensor and "you and "your" to the Licensee.

WHEREAS:

A. The Licensor is the leasehold owner of lands lying and being situate on the campus of The University of British Columbia and legally described as:

PID: 029-436-796
Lot 11 District Lot 6494 Group 1 New Westminster District Plan
EPP29484 except Air Space Plan EPP102569

(the "**Lands**")

B. The Licensee has requested a license to occupy a portion of the Lands to operate a community garden as shown outlined in black dashed lines and identified on Schedule A (the "**Licensed Area**").

C. The Licensor and the Licensee have agreed to enter into this License Agreement to permit the Licensee to operate a community garden on the Licensed Area and such other ancillary facilities as may be approved by the Licensor (collectively, the "**Permitted Uses**").

NOW THEREFORE, in consideration of the license fees, mutual covenants and agreements contained in this License Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties), the Licensor grants the Licensee the license and contractual right (the "**License**") to the exclusive use and enjoyment of the Licensed Area on the terms and conditions set out in this License.

1.0 GRANT OF LICENSE

1.1 The Licensor grants to the Licensee a License to occupy, subject to the terms and conditions of this License Agreement, the Licensed Area as shown outlined in black dashed lines and identified on the plan attached as Schedule A.

1.2 The Licensee agrees that this License is subject to and that the Licensee will perform all of the covenants, conditions and provisos concerning the construction, occupation and maintenance of the License Area that are contained in the lease set out in Schedule "C" hereto (the "**Ground Lease**") as if they were also contained in this License *mutatis mutandis*, including without limitation, the covenants with respect to release, indemnification, limitation of liability, insurance, repairs and maintenance, builders' liens, inspection, and observance of regulations. In the event of a conflict between the terms of this License Agreement and the terms of the Ground Lease, the terms of this License Agreement shall prevail. For greater certainty, the Term and Expiry Date shall be as set forth herein.

2.0 TERM:

2.1 The term of this License (the "**Term**") shall be three (3) years commencing on March 29, 2021 to and including March 28, 2024 (the "**Expiry Date**").

2.2 We may extend the term of this License on either a month-to-month, or year-to-year basis, at our sole discretion, for such additional period of time as you may require, provided however, it is always understood and agreed that we may give you notice prior to the end of a month, or year during any such extension period that, as of the end of the following month or year, the term shall be at an end.

3.0 LICENSE FEE, TAXES UTILITIES

3.1 The license fee for the term of this License shall be Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged by the Licensor.

3.2 The Licensee shall pay and discharge all existing and future taxes, levies, charges, assessments, duties and outgoings whatsoever which are now or during the term of the License shall be imposed, levied, assessed or charged upon the Licensed Area or the Licensee in respect thereof.

3.3 The Licensee covenants and agrees to pay all utilities which are incurred by the Licensee in connection with the operation of a community garden in the Licensed Area on their due dates to the providers thereof.

4.0 USE OF LICENSED AREA

4.1 The Licensed Area shall not be used by the Licensee for any purposes other than the Permitted Uses. The Licensee acknowledges that it has satisfied itself that the Licensed Area may be used for the Permitted Uses. The Licensee will not use or permit or suffer the Licensed Area to be used for any other purposes.

4.2 The Licensee shall conduct its business and affairs in the Licensed Area in a respectful and reputable manner. The Licensee shall not carry on or perform or suffer or permit to be carried on or performed or suffered on the Licensed Area any unreasonable practice or act, or engage in any activities which is or becomes a nuisance, a source of annoyance, a disturbance or interference to any person using or occupying the Lands.

4.3 For the purpose of section 4.2 above, the Licensee covenants and agrees that it will cause any individuals who are assigned a plot of land within the Licensed Area for gardening to sign the Plot Holder Agreement as annexed hereto at Schedule B, and make sure that all the rules and regulations stipulated thereon will be duly observed and performed by individual plot holder.

5.0 LIABILITY AND WAIVER

5.1 All property kept or stored by the Licensee on the Licensed Area shall be at the Licensee's sole risk. The Licensee shall be liable for any loss or damage (including; without limitation any obligation or liability with respect to any claim for personal injury, loss of life, consequential or other indirect damage with respect to property, revenues or profit) caused to the Licensee or other persons using the Licensed Area.

6.0 INSPECTION

6.1 The Licensors shall be entitled at all reasonable times (after written notice given to the Licensee specifying the purpose) to enter the Licensed Area and other improvement thereon for any of the following purposes:

- (a) inspecting the same;
- (b) inspecting the performance by the Licensee of the terms, covenants,, agreements and conditions of this License, and by any permitted sublicense claiming by, through or under the Licensee of any of its obligations under its License;
- (c) posting and keeping posted thereon notices as required or permitted by any law or regulation;
- (d) conducting an environmental audit; or
- (e) any other reasonable purpose.

In the event of a chemical spill or any incident related to hazardous materials being exposed or after receiving a complaint, the Licensors shall have the right of immediate access to the Licensed Area to inspect facilities and/or operations as necessary.

7.0 INDEMNITY

7.1 Except to the extent of the sole negligent acts of the Licensors, its employees and agents, the Licensee hereby indemnifies the Licensors, its employees and agents and save harmless the Licensors, its employees and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury, bodily injury including death or damage to property arising from any act in the Licensed Area or through the occupancy or use of the Licensed Area, occasioned wholly or in part by an act or omission of the Licensee. In case the Licensors, its employees and agents, without actual (as opposed to merely vicarious) fault on its part, is made a party to litigation begun by or against the Licensee excepting in a bona fide action by the Licensee against the Licensors, its employees and agents, the Licensee will protect and hold harmless the Licensors, its employees and agents.

1.1 Without limiting Section 1.2 or 7.1, the Licensee agrees that the indemnity provisions contained in the Ground Lease will also apply to this License and the Licensee agrees to indemnify and save harmless UBC Properties Investments Ltd. as trustee for UBC Properties

Trust, the University of British Columbia and any other parties that are permitted to be indemnified in the Ground Lease, from and against all claims resulting from the actions of the Licensee under this License or as a result of the granting of this License.

7.2 It is hereby acknowledged and agreed that any person who enters the Licensed Area shall be deemed to be the invitee of the Licensee.

7.3 The obligations of the Licensee to defend, indemnify and save harmless the Licenser shall apply and continue notwithstanding the termination of this License.

8.0 INSURANCE

8.1 The Licenser, its employees and agents shall not be responsible for damage or losses to the Licensee's property on the Licensed Area. The Licensee shall take out and keep in force during the term of this License General Liability Insurance on an occurrence basis, against claims for bodily injury, death and property damage, with respect to the Licensee's use and occupation of the Licensed Area and shall be in accordance and compliance with the Ground Lease. Such insurance shall have a per occurrence limit of not less than \$5,000,000.00 and shall include the Licenser, its employees and agents as an Additional Insured and shall contain a cross liability clause, and coverage for the Licensee's legal liability and broad form contractual liability. Evidence that the Licensee has purchased insurance in accordance with the above terms and conditions shall be provided to the Licenser upon execution of this License.

9.0 REPAIR AND MAINTENANCE

9.1 The Licensee shall execute all construction, repairs, maintenance or alterations on the Licensed Area in a good and substantial state of repair in accordance with any applicable statute, bylaw, code or regulation of any government, government agency or regulatory authority (the "**Authorities**"), including without limitation the British Columbia Building Code, the Rules and Regulations and Development Guidelines of the University of British Columbia (the "**University**"), the Ground Lease and pay all necessary fees, permits, assessments and charges related to any such construction, renovations or alterations.

9.2 The Licensee shall maintain the Licensed Area and those portions of the Lands in the immediate vicinity of the Licensed Area in a neat and sanitary condition.

9.3 The Licenser acknowledges that the Licensee shall make certain alterations, repairs, renovations, modifications, installations or improvements ("**Alterations**") to the Licensed Area consistent with the use of the Licensed Area as community gardens. The Licenser agrees that the Licensee shall not be obliged to obtain the Licenser's consent in relation to any Alterations PROVIDED that the Licensee shall not make any Alterations until it has first obtained the consent of the appropriate permitting Authorities and unless it shall first obtain and pay for all necessary fees for permits from the relevant Authorities. Upon the termination of this License and at the request of the Licenser, the Licensee shall forthwith remove any Alterations and restore the Licensed Area to its previous conditions.

9.4 All Alterations shall be done by contractors or other workers or trades-persons in good and a professional manner with first class materials in accordance with all applicable laws, building codes, rules and regulations of the University and Ground Lease.

10.0 SIGNAGE

10.1 The Licensee shall not display any sign, picture, advertisement, or notice of any kind on any part of the Licensed Area, without the prior written consent of the Licensor. Notwithstanding the foregoing, the Licensee may only install signs in and on the Licensed Area, including facia signage to the maximum extent permitted by the University's sign criteria.

11.0 LICENSES, PERMITS AND SAFETY

11.1 The Licensee is responsible for obtaining and maintaining all licenses and permits required by the federal and provincial laws and the rules and regulations of the University, which pertain to the conduct of the Licensee's operation on the Licensed Area and the Licensee will obtain and maintain such licenses and permits during the Term or any extension period of this License.

11.2 The Licensee is solely responsible for ensuring the safety of all persons that enter the Licensed Area.

11.3 The Licensee will not install or suffer to be installed equipment which will exceed or overloaded the capacity of utility facilities servicing the Lands and if equipment installed or allowed to be installed by the Licensee requires additional utility facilities such facilities will be installed at the Licensee's expenses in accordance with plans and specifications approved by the Authorities in writing prior to installation.

12.0 PARKING

12.1 The Licensee, its agents, officers, invitees and other persons having business with the Licensee shall be prohibited from using any part of the Lands designated for parking except as permitted by the Licensor. Should the Licensee, its agents, officers or invitees park vehicles in the designated parking area or area of the Lands not allocated for that purpose, the Licensor shall have the right to remove the trespassing vehicles and the Licensee shall indemnify and save harmless the Licensor and the Licensor from any costs, claims, damage, liability and expense from any claims by third parties arising out of the removal of trespassing vehicles.

13.0 TERMINATION

13.1 The Licensor shall have the right to terminate the Licensee's license by notice to the Licensee if the Licensee defaults in performing or observing any of the terms, and conditions of this License and fail to cure the default within 30 days after notice thereof is given to the Licensee.

13.2 If the Licensor terminates the Licensee's license pursuant to this License Agreement or if this License otherwise expires, the Licensee shall, upon the request of the Licensor and at the Licensor's sole discretion, be required at its expense to reinstate the Licensed Area to its original conditions immediately before the commencement of this License.

14.0 ASSIGNMENT

14.1 The Licensee shall not assign or sublicense or otherwise part with possession or permit others to use the whole or any part of the Licensed Area, without the written consent of the Licensor. The Licensee agrees that prior to providing consent pursuant to this section, the Licensor may request to see and approve of any proposed agreements with the proposed Licensees.

15.0 OCCUPATION OF THE LICENSED AREA

15.1 If the Licensee without default pays the License Fee, utilities and taxes at the times and in the manner herein provided and keeps and performs all the terms, covenants and agreements contained in this License that are required to be kept and performed by the Licensee, the Licensee may continue to occupy the Licensed Area for the Term without any interruption or disturbance from the Licenser, its successors or assigns or any other person or persons lawfully claiming by, from or under the Licenser or any of them, but subject always to the rights of the Licenser set out in this License.

16.0 NOTICE

16.1 Any notice, demand, request consent or objection required or contemplated to be given or made by any provision of this License shall be given or made in writing and shall be considered given or made on the day of delivery if delivered before 4:00 p.m. by personal delivery, otherwise it shall be considered delivered on the next following business day, or in the case of mail three clear business days after the day of delivery if sent by prepaid registered mail, addressed to the Licenser at:

University of British Columbia
Suite 200, 3313 Shrum Lane
Vancouver, BC, V6S 0C8
Attention: Don Matheson

or addressed to the Licensee at:

University Neighbourhood Association
#202 – 5923 Berton Avenue
Vancouver, BC V6S 0B3
Attention: Executive Director

17.0 NO PARTNERSHIP OR JOINT VENTURE

17.1 It is understood and agreed that nothing contained in this License or in any acts of the Licenser and the Licensee hereby shall be deemed to create a partnership or joint venture or any relationship between the parties other than the relationship of Licenser and Licensee.

18.0 NON-WAIVER OF DEFAULT

18.1 The waiver or acquiescence by the Licenser of any breach by the Licensee of any term or condition shall not be deemed to be a waiver of such term or condition or any subsequent or other breach of any term or condition of this License.

19.0 LICENSOR CAN CURE DEFAULTS

19.1 The Licenser shall have the right at all times to remedy or attempt to remedy any default of the Licensee, and in so doing may make any payments due or alleged to be due by the Licensee to third parties and may enter upon the Licensed Area to do any work or other things therein, and in such event all expenses of the Licenser in remedying or attempting to remedy such default together with an administrative charge equal to 15% of the total of such expenses shall be payable by the Licensee to the Licenser forthwith upon demand.

20.0 ENUREMENT

20.1 This Sublicense shall be binding upon and enure to the benefit of the Licensor's and the Licensee's successors and permitted assigns.

21.0 SEVERABILITY

21.1 If any article, section, paragraph or subparagraph of this License Agreement shall be held to be indefinite, invalid, illegal, or otherwise voidable or unenforceable, the entire License Agreement shall not fail on account thereof, and the balance of the License shall continue in full force and effect.

22.0 SURVIVAL OF OBLIGATIONS

22.1 All of the Licensee's obligations under the terms of this License and all of the indemnities hereunder shall survive the termination of this License.

IN WITNESS WHEREOF the parties hereto have hereunto executed this License.

EXECUTED by the Licenser on _____, 2021.

UBC PROPERTIES INVESTMENTS LTD.,)
AS TRUSTEE FOR UBC PROPERTIES)
TRUST, by its authorized signatories:)
)

Authorized Signatory)
)
)

Authorized Signatory)
)

EXECUTED by the Licensee on _____, 2021

UNIVERSITY NEIGHBOURHOOD)
ASSOCIATION, by its authorized signatory:)
)

Authorized Signatory)
)

Authorized Signatory)
)

[illegible]



**Schedule “B”
Plot Holder Agreement**

Schedule "C"
Ground Lease

UNA Community Garden Agreement 2021 – 2022

The purpose of this agreement is to support the administration of the UNA Community Gardens program. To ensure the on-going viability of the program and successful upkeep of the community gardens, gardeners must comply with the below Terms and Conditions. All decisions made by the Sustainability Coordinator and the Community Garden Committee are in the best interest of those participating.

Violation of the Terms and Conditions will result in the following steps:

1. Gardener will receive violation notice from Sustainability Coordinator, by email.
2. Gardener will be given a deadline to remedy the violation.
3. If actions have not been taken to remedy the violation, a final notice will be issued indicating the date on which the garden plot in question will be forfeit.
4. If violation has not been remedied by date indicated on final notice, the garden plot will be forfeit without refund.

Terms and Conditions

1. The use of a garden plot is for one growing season (March 15, 2021 – March 14, 2022). Gardeners will have the opportunity to renew the plot each year.
2. Each household is permitted one plot. Plots are allocated based on original application date.
3. The gardens are for recreational and household gardening only. No harvest from the gardens may be sold.
4. Gardeners are responsible for cultivating, weeding, fertilizing, watering, and otherwise caring for their plot to maintain an orderly condition and keeping with the general aesthetic standard of the garden. Watering schedules must be complied with during dry weather.
5. Gardens are responsible for the weeding the pathways around their plots.
6. Gardeners must clean their tools after each use.
7. Gardeners must remove all garbage (plant I.D. tags, soil bags, garden supplies) from the garden. There is no garbage pick-up.
8. All plants and physical structures must be less than 5 feet tall and not shade neighbouring plots. All tall plants (i.e. sunflowers) should be avoided.
9. No trees may be planted in the garden plots.
10. Gardeners should limit their planting of any large bushes (blueberries, rosemary, hydrangeas) and will be responsible for their removal.
11. Gardeners must not plant:
 - Invasive species (such as English Ivy or those listed at <http://www.bcinvasives.ca/>)
 - Weedy species (such as mint)
 - Berries with rhizomes (such as raspberries or blackberries).

12. Gardeners must follow organic gardening practices. The use of pesticides, chemical fertilizers, or pet and human waste is prohibited. Manure, peat, seaweed, compost, bone meal and limestone are permitted.
13. Gardeners are strongly encouraged to participate in any work parties organized. If gardeners are unable to participate in work parties, they should aim to spend at least four hours in a year contributing to communal garden tasks (weeding pathways, cleaning tools, tidying shed, picking up litter, taking litter home, tending shared plots).
14. Plots must be tidied and prepped for winter by October 15, unless otherwise approved. This includes the removal of annual vegetation and the removal/collapse of remaining structures.
15. Gardeners must direct questions and concerns to the Sustainability Coordinator or other UNA staff.
16. Gardeners must use hand equipment only. No motorized equipment is permitted. Exceptions may be made for garden work tasks (such as plot repairs or blackberry removal).
17. Pets are not permitted in the garden unless they are service animals.
18. No smoking is permitted,
19. Open containers of water are not permitted, due to mosquito breeding.
20. Alcoholic drinks are not permitted. Picnics are welcome, but all food waste must be removed from the garden (and not disposed of in the garden yard waste bins).
21. The University Neighbourhoods Association does not assume liability for adverse reactions to food consumed, or items one may come into contact with, in the UNA Community Garden(s).

By signing this agreement, I agree to allow the UNA to share my contact information with the volunteer Community Garden Committee, and I agree to abide by the above Terms and Conditions.

Gardeners who have paid online have already electronically signed this agreement and do not need to re-submit this document.

Full Name:

Signature:

**Garden
& Plot Number:**

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Jan-05-2021 13:01:41.005

CA8684307

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 58 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Darren Thomas
Donnelly
RKBI46

Digitally signed by Darren Thomas Donnelly RKBI46
Date: 2021.01.05
12:18:50 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Darren T. Donnelly, Barrister and Solicitor

Clark Wilson LLP

Suite 900 - 885 West Georgia Street

Vancouver

BC V6C 3H1

Telephone: (604) 687-5700

File No. 17906-0112

CW Doc No. 15672893

Document Fees: \$74.87

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-436-796

LOT 11 DISTRICT LOT 6494 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP29484 EXCEPT AIR SPACE PLAN EPP102569

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Lease

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

THE UNIVERSITY OF BRITISH COLUMBIA

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

UBC PROPERTIES INVESTMENTS LTD.

200 - 3313 SHRUM LANE

VANCOUVER

V6S 0C8

BRITISH COLUMBIA

CANADA

Incorporation No

BC0578584

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

CHELSEA THOMPSON

Barrister & Solicitor

6328 MEMORIAL ROAD

VANCOUVER, B.C. V6T 1Z2

TEL: (604) 822-5500

Witness as to Mark Crosbie's signature
only

Execution Date

Y	M	D
20	11	24

Transferor(s) Signature(s)

THE UNIVERSITY OF BRITISH
COLUMBIA, by its authorized
signatories

Print name: Mark Crosbie
Associate University Counsel

Print name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 58 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

DARREN T. DONNELLY

Barrister & Solicitor

CLARK WILSON LLP

800 - 885 WEST GEORGIA STREET

VANCOUVER B.C. V6C 3H1

Telephone: 604-687-5700

Y	M	D
20	12	14

UBC PROPERTIES INVESTMENTS
LTD., by its authorized signatories_____
Print name: AUBREY KELLY_____
Print name:**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2**LEASE BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA
AND UBC PROPERTIES INVESTMENTS LTD.
AS TRUSTEE FOR UBC PROPERTIES TRUST****TABLE OF CONTENTS**

ARTICLE	PAGE
1.0	DEFINITIONS AND SCHEDULES.....5
2.0	DEMISE AND EASEMENT.....10
3.0	TERM OF LEASE.....11
4.0	RENT11
5.0	CONSTRUCTION OF IMPROVEMENTS13
6.0	USE OF LANDS AND PREMISES15
7.0	CONDUCT OF TENANT IN OCCUPATION16
8.0	ENVIRONMENTAL CONSIDERATIONS.....17
9.0	COMPLEMENTARY FACILITIES LICENCE.....20
10.0	UTILITIES AND OTHER COSTS.....22
11.0	REPAIRS AND MAINTENANCE23
12.0	DAMAGE OR DESTRUCTION.....24
13.0	INDEMNITY AND LIABILITY25
14.0	INSURANCE26
15.0	ASSIGNMENT, SUBLETTING AND MORTGAGING.....28
16.0	RIGHTS OF TENANT'S MORTGAGEES30
17.0	SPECIAL RIGHTS OF THE LANDLORD.....32
18.0	DEFAULT, TERMINATION AND EXPIRY33
19.0	INSPECTION35
20.0	GENERAL TERMS AND INTERPRETATIONS35
21.0	QUIET ENJOYMENT36
22.0	OVERHOLDING.....36
23.0	EXPROPRIATION.....37
24.0	INDEMNITY BY THE INDEMNIFIER.....37
25.0	MISCELLANEOUS37
SCHEDULE "A"	Form of Agreement with the Tenant's Mortgagee
SCHEDULE "B"	Form of Agreement with the Tenant's Mortgagee for CMHC Insured Loans

THIS LEASE dated for reference September 15, 2020

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a university continued pursuant to the *University Act*, with an address of 6th Floor, Walter C. Koerner Library, 1958 Main Mall, Vancouver, British Columbia, V6T 1Z2

(the "**Landlord**")

AND:

UBC PROPERTIES INVESTMENTS LTD., a British Columbia company having an office at 200 - 3313 Shrum Lane, Vancouver, British Columbia, V6S 0C8, as Trustee, for UBC Properties Trust

(the "**Tenant**")

WHEREAS:

A. The Landlord owns the Lands described in Part 1, Item 2 of this Lease and defined as such in subsection 1.1(h) below;

B. The Tenant wishes to construct upon the Lands, at the Tenant's sole cost, a fourteen storey building (defined in subsection 1.1(q) below as the Premises) containing two levels of underground parking and a tower of 159 residential rental units;

C. The Landlord has agreed to lease the Lands to the Tenant on the terms and conditions set out in this Lease.

NOW THEREFORE in consideration of the terms and agreements hereinafter contained the parties hereto covenant and agree as follows:

1.0 DEFINITIONS AND SCHEDULES

1.1 Definitions. Whenever any of the following expressions are used in this Lease they shall have the following meanings:

(a) "**Approved Lender**" means:

- (i) a government, chartered bank, trust company, credit union, insurance company or pension fund authorized to carry on business in British Columbia; or
- (ii) such other Person as may be approved by the Landlord, acting reasonably;

(b) "**Arbitration**" has the meaning set out in Section 25.7;

(c) "**Authority**" means any government agency, body, corporation, organization, department or authority responsible for administering or enforcing any Law;

- (d) **"Campus"** means the lands and premises situate west of the Point Grey District of the City of Vancouver, Province of British Columbia which comprise the Vancouver campus of The University of British Columbia, but excluding any lands and premises owned by The University of British Columbia which are situate within the University Endowment Lands;
- (e) **"Complementary Facilities"** means facilities on the Campus such as roadways, parking areas and other improvements that are to be used in connection with the operations of the Tenant;
- (f) **"Fair Market Value"** means the assessed value as determined by the provincial assessor, if the Lands and Premises are so assessed, or such variation thereof as may be set on an appeal of such assessed value, and if no such assessment is made means actual market value of the Lands and Premises available in an unrestricted market between informed prudent parties, acting at arm's length and under no compulsion to act, putting the Lands and Premises to their permitted use pursuant to the terms of this Lease as determined in August of each year during the Term, at the Landlord's cost by any qualified real estate appraiser agreed upon in writing by the Landlord and the Tenant or, failing such agreement by June 30 in any Lease Year, by an accredited appraiser who is a member in good standing with the Appraisal Institute of Canada, British Columbia Association, and who has experience valuing land and interests in land such as the Premises and who is appointed by arbitration pursuant to Section 25.7;
- (g) **"Fiscal Year"** means after the reference date of this Lease, the 12-month period commencing on April 1 and ending on March 31 during the Term, provided that the first Fiscal Year shall commence on the commencement date set out in Section 3.1 and end on the last day of the following March and the last Fiscal Year shall end on the last day of the Term and commence on the preceding first day of April and provided further that if the Tenant changes its fiscal year at any time, there shall be a corresponding change in the Fiscal Year so that the Fiscal Year for the purposes of this Lease is the same as the fiscal year of the Tenant from time to time;
- (h) **"Lands"** means those lands legally described in Item 2 – Part 1 of this Lease;
- (i) **"Land Use Plan"** means the land use plan adopted by the Minister pursuant to the *Municipalities Enabling and Validating Act No. 3*, S.B.C. 2001, Ch. 44, for the Campus (within which the Lands are situate), as may be amended from time to time and any subsequent land use plan adopted from time to time;
- (j) **"Land Use Rules"** means the plans, memorandums of understanding, policies, handbooks, guidelines, rules, regulations, bylaws and any other documents no matter how they are titled governing land use and the construction, renovation, maintenance, repair and replacement of buildings on the Campus and in the Wesbrook Place Neighbourhood in the form adopted by UBC's Board of Governors from time to time, and all permits that are required to be issued by the Municipal Authority Having Jurisdiction in connection with the construction, renovation, maintenance, repair and replacement of the Premises by the Lessee from time to time during the Term;

- (k) **"Law"** means any Federal, Provincial, Municipal and other governmental laws and bylaws and the regulations made under them and includes any amendment, revision, re-enactment or replacement of any such laws, bylaws and regulations, including, without limitation, the Land Use Plan;
- (l) **"Lease Year"** means after the reference date of this Lease, the 12-month period commencing on January 1 and ending on December 31 during each year of the Term, provided that the first Lease Year shall commence on the commencement date set out in Section 3.1 and end on the last day of the following December and the last Lease Year shall end on the last day of the Term and commence on the preceding first day of January;
- (m) **"Minimum Rent"** means the amount payable by the Tenant pursuant to Subsection 4.1(a) of this Lease;
- (n) **"Municipal Authority Having Jurisdiction"** means Campus & Community Planning in its capacity as regulatory, inspection and permitting authority for the Campus or such other department of The University of British Columbia as becomes responsible for this function from time to time. In the event that the Lands become part of a municipality or the University Endowment Lands, or any other governing body acquires jurisdiction over the Lands similar to that of municipalities and assumes these functions, that governing body shall become the Municipal Authority Having Jurisdiction;
- (o) **"Permitted Activities"** means the use and occupation of the Premises by the Tenant or a Subtenant for the purpose of constructing, operating, repairing, maintaining and replacing from time to time, as the case may be, a building or buildings, including related facilities, containing residential dwelling units which will be subleased only to University Users for residential purposes only, with not less than 10% of such residential dwelling units to be set aside for occupancy by the elderly, youths, students and/or individuals in need of assistance;
- (p) **"Person"** includes a person, firm, corporation, partnership, group of persons, or any combination of them, and the personal or other legal representatives of such person to whom the context can apply at Law;
- (q) **"Premises"** means the building to be constructed by the Tenant upon the Lands, at the Tenant's sole cost, in accordance with development permit number DP17028 issued by the Municipality Having Jurisdiction, as such development permit may be amended from time to time;
- (r) **"Rent"** means the Minimum Rent set out in Subsection 4.1(a) and all other money payable by the Tenant under this Lease whether or not designated as "Rent";
- (s) **"Sales Taxes"** means any and all taxes, fees, levies, charges, assessments, rates, duties and excises (whether characterized as sales taxes, purchase taxes, value added taxes, goods and services taxes, or any other form of tax) which are imposed on the Landlord or which the Landlord is liable to pay, and which are levied, rated or assessed on the act of entering into this Lease or otherwise on account of this Lease, on the use or the occupancy of the Lands and Premises or any portion of the Lands and Premises, on the Rent payable under this Lease or

any portion of the Rent or in connection with the business of renting the Lands or any portion of the Lands. Provided that if the Sales Taxes are reduced by reason of any exemption or deduction to which the Landlord is entitled by virtue of:

- (i) the payment of any taxes, fees, levies, charges, assessments, rates, duties or excises upon the purchase price of any lands or of any interest in such lands whether before, concurrently with or after the execution and delivery of this Lease; or
- (ii) the payment of any taxes, fees, levies, charges, assessments, rates, duties or excises with respect to rents, additional rents and any other amounts payable by the Landlord as a tenant under any lease whether such lease is now existing or arises after the date of execution and delivery of this Lease, then the Sales Taxes shall be deemed to be the amount which would have been imposed on the Landlord with respect to the Rent payable by the Tenant to the Landlord under this Lease had no such exemption or deduction been permitted. The Landlord shall have the right, in its sole discretion, to allocate any exemption or deduction to which the Landlord is entitled:
 - (A) in such a way as to reduce the Sales Taxes to the extent and in such proportion as the Landlord may in its sole discretion determine; or
 - (B) in such a way as not to reduce the Sales Taxes at all.

Provided however, Sales Taxes shall exclude income tax under Part I of the *Income Tax Act* of Canada, the Tenant's Taxes, and the Taxes;

- (t) **"Service Levy"** means an annual charge levied by the Landlord against tenants with premises on the Campus for the provision of and use of certain services, sometimes provided by municipalities or other public authorities, and for the use of the Complementary Facilities both of which are provided by the Landlord to all tenants located on the Campus, in an amount equal to the Fair Market Value of the Lands and Premises as determined during the previous Lease Year, multiplied by the difference between the general mill rate of the City of Vancouver levied on properties put to similar uses as the Lands and Premises and the general mill rate imposed by the Surveyor of Taxes for unorganized territories on same class properties in each case, so that the total of the Taxes levied on the Lands and Premises by the Surveyor of Taxes and the amount of the Service Levy is approximately what the Taxes would have been if the Lands and Premises had been located in the City of Vancouver;
- (u) **"Sublease"** means a written sublease or residential tenancy agreement, as applicable, in respect of any part of the Premises between the Tenant and a Subtenant;
- (v) **"Subleased Lands"** means all portions of the Premises subleased to Subtenants, or in the context of any particular Sublease, means the portion of the Premises subleased pursuant to such Sublease;

- (w) **"Subtenant"** means a subtenant of the Tenant in respect of any portion of the Premises and any Person who undertakes or assumes the obligations of that subtenant;
- (x) **"Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties and excises which are not or may hereafter be levied, imposed, rated or assessed for the Term upon or with respect to the Lands and Premises or any part of the Lands and Premises or any personal property of the Landlord used therefor, whether levied, imposed, rated or assessed by the Government of Canada, the Government of British Columbia, or any political subdivision, political corporation, district, municipality, city or other political or public entity, and whether or not now customary or in the contemplation of the parties on the date of this Lease. Without restricting the generality of the foregoing, Taxes shall include all:
- (i) real property taxes, general and special assessments and capital taxes;
 - (ii) taxes, fees, levies, charges, assessments, rates, duties and excises for transit, housing, schools, police, fire or other governmental services or for purported benefits to the Lands and Premises;
 - (iii) local improvement taxes, service payments in lieu of taxes, and taxes, fees, levies, charges, assessments, rates, duties and excises, however described, that may be levied, rated or assessed as a substitute for, or as an addition to, in whole or in part, any property taxes or local improvement taxes, including for greater certainty, the Service Levy; and
 - (iv) costs and expenses including legal and other professional fees and interest and penalties on deferred payments, incurred by the Landlord in contesting or appealing any taxes, assessments, rates, levies, duties, excises, charges or other amounts as aforesaid;
- but Taxes shall exclude all of the following:
- (v) income tax under Part I of the *Income Tax Act* of Canada;
 - (vi) the Tenant's Taxes; and
 - (vii) the Sales Taxes;
- (y) **"Tenant's Mortgagee"** means an Approved Lender who is a mortgagee of the interest of the Tenant under this Lease provided that the amortization period of such mortgage shall not exceed 25 years unless the Landlord otherwise agrees;
- (z) **"Tenant's Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties and excises which are now or may hereafter be levied, imposed, rated or assessed for the Term by any lawful authority relating to or in respect of the business of the Tenant or a Subtenant or relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture and movable partitions owned or installed by the Tenant or a Subtenant at the expense of the Tenant or a Subtenant or being the property of the Tenant or a Subtenant, or relating to or in respect of improvements to the Lands built, made or installed by the Tenant or a Subtenant, on behalf of the

Tenant or a Subtenant or at the Tenant's or a Subtenant's request whether any such amounts are payable by Law by the Tenant or a Subtenant or by the Landlord and whether such amounts are included by the taxing authority in the Taxes; provided however, Tenant's Taxes does not include income tax payable by the Tenant under Part 1 of the *Income Tax Act* of Canada or Sales Taxes;

- (aa) **"Term"** means the term as set out in Section 3.1 herein;
- (bb) **"UBC's Rules and Regulations"** means those rules (including the Land Use Rules), policies, bylaws and regulations passed by The University of British Columbia from time to time, whether made before or after the date of this Lease, that are applicable to the Lands, Premises and/or the residents thereof and/or the Campus generally; and
- (cc) **"University Users"** means:
 - (i) students, faculty or staff of any of the Landlord or a theological college operating on the Campus;
 - (ii) employees of any other employer whose premises are situated on the Campus; and
 - (iii) such other Persons as may be permitted by the Landlord from time to time.

1.2 The following are the schedules forming part of this Lease:

Schedule "A"	Form of Agreement with the Tenant's Mortgagee
Schedule "B"	Form of Agreement with the Tenant's Mortgagee for CMHC Insured Loans

2.0 DEMISE

2.1 Demise. In consideration of the Rent prescribed herein and the faithful performance by the Tenant of the terms, covenants and conditions herein on the part of the Tenant to be kept and performed the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Lands for the Term as hereinafter defined.

2.2 Easement. INTENTIONALLY DELETED.

2.3 Parking. The Tenant is entitled to use, regulate and control, during the Term, all parking that is located on the Lands.

2.4 Registration. If requested, the Landlord will provide this Lease to the Tenant in registrable form, but the Tenant agrees not to register this Lease without the prior written consent of the Landlord. The Tenant shall bear the cost of the registration and any property transfer tax.

3.0 TERM OF LEASE

3.1 The term of this Lease shall commence on September 15, 2020 and continue for a term of 99 years to and including September 14, 2119, unless sooner terminated as herein provided.

4.0 RENT

4.1 Rent. The Tenant covenants and agrees to pay during the Term to the Landlord, or as the Landlord may in writing direct, in lawful money of Canada without set-off, compensation or deduction, Rent which shall be the aggregate of the sums specified in Subsections (a), (b), (c) and (d) of this Section:

- (a) a Minimum Rent in the sum of \$1.00 for the entire Term, which Minimum Rent shall be fully prepaid in advance on the first day of the Term;
- (b) all utilities and other costs referred to in Article 10.0 hereof which are incurred by the Landlord in connection with the Lands and Premises shall be payable on their due dates;
- (c) the Service Levy and all other Taxes and Tenant's Taxes, which shall be payable on their due dates; and
- (d) all Sales Taxes, which shall be payable on their due dates.

4.2 Tenant's Responsibility Re Taxes and Tenant's Taxes. The Tenant shall, at the Landlord's request, promptly deliver to the Landlord receipts for payments of all Taxes and Tenant's Taxes payable by the Tenant, notices of any assessments for Taxes or Tenant's Taxes or other assessments received by the Tenant that relate to the Lands and Premises, and whatever other information relating to Taxes or Tenant's Taxes the Landlord reasonably requests from time to time. The Tenant shall deliver to the Landlord, at least 10 days after filing an appeal, notice of any appeal or contestation that the Tenant commences with respect to Taxes or Tenant's Taxes payable by the Tenant. If the Tenant does not pay the Taxes or Tenant's Taxes before the appeal or contestation, the Tenant shall deliver to the Landlord whatever security for the payment of the Taxes or Tenant's taxes as the Landlord reasonably requires, promptly and diligently prosecute the appeal or contestation, and keep the Landlord informed on all aspects of it. The Tenant shall indemnify and save the Landlord harmless from all loss, cost, charges and expenses arising from Taxes or Tenant's Taxes as well as any taxes, rates levies and assessments that may be levied or imposed for the Term in place of Taxes or Tenant's Taxes, whether against the Landlord or the Tenant including, but not limited to, increases in Taxes or Tenant's Taxes arising out of an appeal or contestation by the Tenant. The Tenant shall deliver to the Landlord any security for such an increase in Taxes or Tenant's Taxes that the Landlord reasonably requires.

4.3 Sales Taxes. It is the intention of the parties that the Landlord shall be fully reimbursed by the Tenant in respect of any and all Sales Taxes payable by the Landlord. The amount of the Sales Taxes so payable by the Tenant shall be calculated by the Landlord in accordance with the applicable legislation and shall be paid to the Landlord at the same time as the amounts to which such Sales Taxes apply are payable to the Landlord under the terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. Notwithstanding anything in this Lease to the contrary, the amounts payable by the Tenant under this Section 4.3 shall be deemed not to be Rent, but the Landlord shall have all of

the same rights and remedies for the recovery of such amounts as it has for recovery of Rent under this Lease

4.4 Pro-rata Adjustments. All Rent reserved herein including the Service Levy shall be deemed to accrue from day-to-day and if, for any reason, it shall become necessary to calculate the same for irregular periods of less than 12 consecutive months, an appropriate pro rata adjustment shall be made on a daily basis in order to compute for such irregular period.

4.5 No Set-off. Except as provided in this Lease, the Tenant hereby waives and renounces any and all existing and future claims, set-off and compensation against any Rent or other amounts due hereunder and agrees to pay such Rent and other amount regardless of any claim, set-off or compensation which may be asserted by the Tenant or on its behalf.

4.6 Service Levy Replaced. If the Lands become part of a municipality or the University Endowment Lands or any other governing body acquires jurisdiction over the Lands similar to that of municipalities, the Service Levy shall be replaced by the local governing body's taxes (unless the Lands and Premises remain exempt from such taxes, in which case the Service Levy shall continue to be paid by the Tenant to the Landlord) which shall be paid directly to such local governing body and the Tenant's obligation to pay the Service Levy shall be of no further force or effect.

4.7 Accounting. The Tenant shall:

- (a) maintain accounts in respect of this Lease and each of the Subleases;
- (b) prepare a budget for each Fiscal Year of the Tenant or portion thereof occurring during the Term, with respect to the Lands and Premises, the Lease and the estimated revenue and expenses related thereto, identifying funds proposed to be borrowed during the period of such budget and secured by a mortgage of the Tenant's interest in this Lease, and if requested by the Landlord, provide a copy of each such budget and each revision thereof to the Landlord's Vice-President, Finance (or then equivalent) within 15 days of their approval by the Tenant's directors each year;
- (c) if requested by the Landlord, prepare periodic statements at least four times in each Fiscal Year of all amounts received pursuant to, and expenses incurred in connection with the Lease, the Premises and the Subleases showing variances from budgeted amounts and deliver a copy of each such periodic statement to the Landlord's Vice-President, Finance (or then equivalent), within 15 days of their approval by the Tenant's directors;
- (d) deliver to the Landlord's Vice-President, Finance (or then equivalent), a copy of the Tenant's annual consolidated summary financial statement showing:
 - (i) total current assets;
 - (ii) total non-current assets;
 - (iii) total assets;
 - (iv) total current liabilities;

- (v) total non-current liabilities;
- (vi) total liabilities; and
- (vii) total equity

certified by an officer or trustee of the Tenant to accurately represent the summary of the consolidated financial statement of the Tenant for such year, and a copy of detailed statements with respect to the operations of the Tenant on the Lands and Premises and under the Lease, provided however, the obligation in this subsection 4.7(d) to deliver a copy of the Tenant's consolidated summary financial statements shall not apply to the Tenant's Mortgagee, or any assignee from the Tenant's Mortgagee or subsequent assignee of this Lease. Such statements shall be delivered to the Landlord's Vice-President, Finance (or then equivalent), within 15 days of their approval by the Tenant's directors;

- (e) permit the Landlord to review the files, books and financial records of the Tenant in connection with the Tenant's management of the Lease and Subleases, the collection of the amounts coming due under the Subleases and the expenses incurred in connection therewith, upon receiving reasonable notice of the Landlord's desire to do so;
- (f) if the Tenant intends to enter into a major real estate project which would cause the total balance sheet liabilities of the Tenant to exceed 80% of the total liabilities and equity of the Tenant, it shall so advise the Landlord's Vice-President, Finance (or then equivalent) and the Landlord's Vice-President, Finance (or then equivalent), may request a pro forma summary financial statement as described in Subsection 4.7(d) herein which would include the proposed project, certified by an officer or trustee of the Tenant to accurately represent the expected impact of the proposed project on the summary financial statements, provided however, the obligation in this Subsection 4.7(f) shall not apply to the Tenant's Mortgagee, or any assignee from the Tenant's Mortgagee or subsequent assignee of this Lease; and
- (g) all financial information with respect to the Tenant obtained by the Landlord, its employees, officers and governors, shall be held confidential and not disclosed to any party and shall not be circulated to any other party whether within the employ of the Landlord or otherwise, except with the prior written consent of the Tenant.

5.0 CONSTRUCTION OF IMPROVEMENTS

5.1 Plan and Specification Approval. Notwithstanding any other terms or provisions of this Lease, the Tenant shall not commence construction of the Premises or make substantial renovations, repairs or alterations to the Lands or Premises that are governed by the BC Building Code adopted by the Landlord, without the written consent of the Landlord, and until complete drawings, plans and specifications for the construction thereof have been approved in writing by the Landlord, such consent and approval not to be unreasonably withheld or unduly delayed. Such drawings, plans and specifications shall specify the location, design, layout, appearance, materials to be used and any and all other necessary details requested by the Landlord, acting reasonably. The Landlord's reasonable costs of assessing drawings, plans and specifications submitted by the Tenant for approval by the Landlord or any other reasonable related costs, including but not limited to the cost of permits and inspections required, shall be

payable by the Tenant. If the Landlord approves of such proposed construction it shall have the right to inspect such construction on reasonable notice during normal business hours. Notwithstanding what is set out above, so long as there is no municipality or other local governing body which has jurisdiction, it is agreed that the only approval process which the Tenant must go through pursuant to this Section 5.1 is that established by the Municipal Authority Having Jurisdiction from time to time for the development of buildings on the Campus; it being understood and agreed however, that notwithstanding anything else set out in this Lease, the Municipal Authority Having Jurisdiction shall have no liability to the Tenant for claims arising in negligence, causing delay, or otherwise, in connection with assessing drawings, plans and specifications, issuing permits, granting approvals and consents, or conducting inspections.

5.2 Compliance with Authorities. The Tenant shall operate all improvements constructed by the Landlord on the Lands in accordance with any applicable Law (including without limitation the British Columbia Building Code), UBC's Rules and Regulations, and pay all necessary fees, permits, assessments and charges properly payable to the relevant Authorities (including, for greater certainty, the Municipal Authority Having Jurisdiction) in relation to any such improvements and the operation thereof.

5.3 Liens. The Tenant covenants that during the currency of this Lease it shall neither do nor fail to do, any act which may result in any builders' lien, or any other statutory lien being registered against the lands of the Landlord, and if any such lien should be registered against the lands of the Landlord as a result of any act or failure to act on the part of the Tenant, the Tenant hereby agrees to indemnify and hold harmless the Landlord with respect to such lien, and to take all necessary steps to remove such lien from title to the Campus and or the Lands and Premises forthwith upon notice by the Landlord. In the event that the Tenant fails to take such necessary action within two weeks of receipt of notice from the Landlord, the Landlord may take all necessary action to remove the same in the name of the Tenant and the Tenant agrees to indemnify the Landlord for any and all costs, charges or expenses with respect to the same including solicitor's fees on an indemnity basis and to pay to the Landlord such costs, charges and expenses within 10 days of notice from the Landlord of the same or the Tenant shall be in default as defined in Subsection 18.1(a) herein.

5.4 Builders Lien Act. The Landlord has filed a notice of interest in the land title office pursuant to Subsection 3(b) of the *Builders Lien Act* stating that the Landlord is giving notice that it will not be responsible for any improvements done to the Lands and Premises or improvements thereon, unless the improvements are undertaken at the express request of the Landlord.

5.5 Ownership of Building. All buildings and improvements situated upon the Lands, as between the Landlord and the Tenant, shall be and remain the property of the Tenant, provided that at the termination of this Lease, such buildings and improvements shall remain on the Lands and shall become the property of the Landlord, subject to the rights of the Tenant pursuant to this Lease including without limitation Section 5.6 and to the rights of the Tenant and those claiming under or through the Tenant to the proceeds of insurance as provided herein.

5.6 Removal of Fixtures. At any time when the Tenant is not in default under this Lease, and upon termination of the Lease or any part thereof, the Tenant may remove from the Lands any fixtures or equipment installed in the Premises whether or not such fixtures or equipment are fastened to a building or other improvements located upon the Lands and

regardless of the manner in which they are so fastened, provided however that under no circumstances shall any fixture or equipment be removed:

- (a) prior to the termination of the Term if such fixture or equipment is used in the operation of the building or improvement upon the Lands unless the same is coincidentally being replaced or unless such removal is by reason of the termination or expiry of a Sublease;
- (b) if the removal would result in impairment of the structural strength of the building or improvement upon the Lands; or
- (c) that changes the exterior appearance of the building on the Lands;

unless the Landlord has given its prior written consent, such consent not to be unreasonably withheld or unduly delayed. The Tenant shall fully repair any damage occasioned by the removal of any such fixtures and equipment and, unless the building or improvement is being demolished as required or permitted hereunder, shall leave the building and improvement in good, clean and neat condition, subject to normal wear and tear.

6.0 USE OF LANDS AND PREMISES

6.1 Facility. The Tenant shall not use the Lands and Premises, nor permit them to be used by other Persons, for any purpose other than for Permitted Activities unless the written consent of the Landlord is first obtained. Provided that the Landlord has not previously consented to such use, the Landlord may prohibit any use that is either inconsistent or incompatible with the definition of the Permitted Activities, or, in the Landlord's opinion, is materially detrimental to the Landlord.

6.2 Continuous Use and Standard of Operation. If the Tenant does not continuously use the Lands and Premises or any portion thereof throughout the Term for the purpose of offering the same for sublease in accordance with the terms of this Lease, then the Landlord may terminate this Lease, but subject to the rights of Subtenants as provided in Section 15.10 and the rights of the Tenant's Mortgagees pursuant to Section 16.1; provided however, this Section 6.2 shall not apply if and whenever the Tenant is the Tenant's Mortgagee, or any assignee of the Tenant's Mortgagee or subsequent assignee of this Lease, and shall not apply while the Premises, or a substantial part of the Premises, are not reasonably capable of use by the Tenant as a result of damage to the Premises, the Campus or Complementary Facilities.

6.3 Approvals. The Tenant will ensure that all licenses, designations, permits and approvals necessary for the operation of its activities on the Lands and Premises have been obtained and are maintained.

6.4 Promotion. The Tenant agrees to promote actively and continuously the subletting of the Premises for rental residential purposes and shall, as vacancies arise from time to time in the Premises, use its reasonable commercial efforts to attract potential Subtenants in compliance with the Permitted Activities; provided however, this Section 6.4 shall not apply if and whenever the Tenant is the Tenant's Mortgagee, or any assignee of the Tenant's Mortgagee or subsequent assignee of this Lease, and shall not apply while the Premises, or a substantial part of the Premises, are not reasonably capable of use by the Tenant as a result of damage to the Premises, the Campus or the Complementary Facilities.

7.0 CONDUCT OF TENANT IN OCCUPATION

7.1 Signs. The Tenant will not erect or place or suffer to be erected or placed or maintain any sign of any nature whatsoever on the Campus or on the Lands and Premises without first obtaining the Landlord's written approval and consent (through Campus and Community Planning) in each instance and abiding by UBC's Rules and Regulations (through Campus and Community Planning) with respect to such signs. Such consent shall not be unreasonably withheld or delayed.

7.2 Overloading of Utilities. The Tenant will not install or suffer to be installed equipment which will exceed or overload the capacity of utility facilities servicing the Lands and Premises. The Landlord represents and warrants that the utility capacity required by the Tenant as identified in the plans and specifications for the Premises to be constructed by the Tenant will not overload the capacity of utility facilities serving the Lands and Premises. If equipment installed or allowed to be installed by the Tenant requires additional utility facilities and capacity in excess of that identified in the said plans and specifications, the Tenant shall advise the Landlord of such additional requirements and the Landlord will supply the same subject to its obligations to do so as provided in this Lease and the Tenant will bear the costs as provided in Section 10.2 herein.

7.3 Cleanliness. At the sole cost and expense of the Tenant, the Lands and Premises shall be kept by the Tenant in a clean and sanitary condition in accordance with all Laws, other laws, directions, rules and regulations of all governmental bodies having jurisdiction there over including all health officials, fire marshals, building inspectors or other officials, the insurers of the Landlord, Land Use Rules and UBC's Rules and Regulations. In the event the Tenant fails to comply with the foregoing provisions the Landlord may rectify the situation and collect the expense for such work from the Tenant, or the Tenant shall be considered to be in default as defined in Subsection 18.1(a) herein.

7.4 Nuisance. The Tenant will not carry on or perform or suffer or permit to be carried on or performed or suffered on the Lands and Premises any practice or act or engage in any activity which is or becomes a nuisance or a menace or which in any way adversely affects the Lands and Premises, the Campus or any part thereof or is or becomes a hazard or nuisance to any Person using or occupying the Lands and Premises, the Campus or any part thereof.

7.5 Compliance with Laws. The Tenant shall comply with and abide by the Land Use Rules, UBC's Rules and Regulations, Laws, other laws and regulations affecting the Lands and Premises or any activity or conduct of the Tenant on or in the Lands and Premises.

7.6 Compliance with Insurance Policies. The Tenant shall comply with and abide by all policies of insurance (and the policies of insurers thereunder and the underwriters thereof) from time to time in force with respect to any improvement or operation on, or any condition, use or occupation of, the Lands and Premises or to any liability which might arise therefrom.

7.7 Rubbish Removal. The Tenant will provide proper and adequate receptacles for refuse and rubbish of all kinds and will attend to the removal of the same from the Lands and Premises at regular intervals.

7.8 Snow and Ice Removal. The Tenant will dutifully and promptly provide for the removal of snow and ice from the Lands and Premises to the extent that the same will not form a hazard to any Person using the Lands and Premises.

7.9 Control of the Tenant and Subtenants. INTENTIONALLY DELETED.

7.10 Abandonment of Purpose. Notwithstanding anything herein contained should the Tenant operate on the Lands and Premises in a manner so as to place the Tenant in default with the provisions of Article 7.0 hereof then, at the option of the Landlord, this Lease may be terminated pursuant to the provisions set forth in Article 18.0.

7.11 Termination and Default. INTENTIONALLY DELETED.

7.12 Landscaping. The Tenant shall at its cost maintain the landscaping on the Lands and Premises to at least the standards reasonably imposed by the Municipal Authority Having Jurisdiction from time to time and consistent with those standards to which the Landlord maintains the landscaping on other lands owned by the Landlord and situate on the Campus.

8.0 ENVIRONMENTAL CONSIDERATIONS

8.1 Definitions. Whenever any of the following expressions are used in this Article 8.0, they shall have the following meanings:

- (a) **"Additional Pollution"** means Pollution of the Lands and Premises as disclosed by a Further Audit and which was caused by the Tenant or a Subtenant and which is not Existing Pollution or the result of the migration of Pollution onto the Lands and Premises;
- (b) **"Audit"** means the environmental investigation of the Lands performed by the Consultant on behalf of the Tenant pursuant to Section 8.2;
- (c) **"Consultant"** means any qualified environmental consultant agreed upon in writing by the Landlord and the Tenant;
- (d) **"Environment"** has the meaning given to it in the *Canadian Environmental Protection Act* (Canada) as of the date of this Lease;
- (e) **"Existing Pollution"** means the Pollution of the Lands, if any, disclosed by the Audit;
- (f) **"Further Audit"** means an environmental audit of the Lands and Premises performed by the Consultant on behalf of the Landlord and the Tenant at the Tenant's expense to determine the existence, nature and extent of any Additional Pollution and to determine what Remedial Action if any is necessary with respect to any Additional Pollution and to determine the cost of remediating that Additional Pollution;
- (g) **"Medium"** means any land, water or air and includes the Lands and Premises;
- (h) **"Pollute"** is a verb which means to Release into or unto any Medium any Substance that:
 - (i) alters the physical, biological or chemical nature of that Medium;
 - (ii) alters the capacity of the Medium to support any living thing whether animal or plant life;

- (iii) injures or is capable of injuring the health or safety of a person in or near the Medium;
- (iv) injures or is capable of injuring property or any life form in or near the Medium;
- (v) interferes with or is capable of interfering with visibility or the dispersion of light or any photochemical activity within the Medium;
- (vi) interferes with or is capable of interfering with normal conduct of business in, on, near or from the Medium;
- (vii) causes or is capable of causing physical discomfort to a person in, on or near the Medium;
- (viii) damages or is capable of damaging the Environment; or
- (ix) is Waste;

and such Release is prohibited, regulated, controlled or licensed under any Law and "Polluted" is an adjective and "Pollution" and "Pollutant" are nouns which have meanings that correspond to the meaning contained in this Article 8.0;

- (i) **"Release"** includes release, store, manufacture, treat, generate, transport, spill, leak, pump, pour, dump, abandon, emit, empty, discharge, spray, inoculate, deposit, seep, throw, place, exhaust, inject, escape, leach, dispose, infuse or introduce;
- (j) **"Remedial Action"** means any act, measure, work or thing done, taken, carried out, acquired or constructed that is or may be reasonably necessary to investigate, assess, control, abate, dissipate, render harmless, mitigate or remove Pollution in accordance with the requirements of governmental authorities having jurisdiction over a Pollutant;
- (k) **"Substance"** has the meaning given to it in the *Canadian Environmental Protection Act* (Canada) as of the date of this Lease; and
- (l) **"Waste"** has the meaning given to it in the Environmental Management Act, SBC2003 but if the Environmental Management Act, SBC2003 is repealed, "Waste" has the meaning given to it on the day immediately preceding the repeal of that Act or if that Act is amended so that the term "Waste" is no longer used in it then "Waste" has the same meaning as the term which replaces it in that Act.

8.2 Audit. The Tenant shall, at its expense, if it is requested to do so by the Landlord, cause the Consultant to perform the Audit that shall be completed concurrently with the construction of the Premises. A copy of the Audit shall be provided by the Consultant to the Landlord at the same time that it is provided to the Tenant together with a letter from the Consultant addressed to the Landlord confirming that the Landlord is entitled to rely on such Audit as if the Audit had been prepared at the request of the Landlord.

8.3 Release of Landlord. The Tenant hereby releases the Landlord from and in respect of any cost, expense, damage, loss or liability which may be incurred or suffered by the Tenant, its employees or agents in connection with the:

- (a) need for the Tenant to take any Remedial Action and the taking of Remedial Action as a result of Additional Pollution; or
- (b) effect of Additional Pollution on the health or the property of any Persons;

except to the extent that any such cost, expense, damage, loss or liability was caused or contributed to by the Landlord's negligent or willful act or default or that of its employees or those for whom in Law the Landlord is responsible.

8.4 Tenant to Avoid Pollution. The Tenant must take all necessary precautions so as to ensure that the Lands and Premises and any areas surrounding the Lands and Premises do not and are not likely to become Polluted by any Additional Pollution and agrees to indemnify and save harmless the Landlord for any cost, damage, loss or liability incurred or suffered by the Landlord, its officials, employees and agents in respect of any Additional Pollution of the Lands and Premises and any area or areas surrounding the Lands and Premises caused by the Permitted Activities or any other action of the Tenant or any Subtenant.

8.5 No Waste to be Used on the Lands and Premises. The Tenant must use the Lands and Premises only as provided under Article 6.0 and must not at any time cause or allow any Waste to be generated, created, used, stored, treated, transferred, transported or disposed of on the Lands and Premises except in compliance with all Laws.

8.6 Landlord's Rights Regarding Additional Pollution. If during the Term, the Lands and Premises are found to be Polluted by any Additional Pollution or the Landlord is required by any Authority to determine whether the Lands and Premises are Polluted by Additional Pollution or to take Remedial Action regarding Additional Pollution, the Landlord may:

- (a) cause the Consultant to perform a Further Audit;
- (b) notify the Tenant of the nature and extent of the Additional Pollution and any Remedial Action the Consultant considers reasonably necessary or which any Authority requires be taken, or both, or which has already been performed where an emergency existed and any Authority required the Landlord to take Remedial Action immediately;
- (c) take any Remedial Action which any Authority requires be taken; or
- (d) require the Tenant to take any Remedial Action which any Authority requires be taken with regard to Additional Pollution including Remedial Action which must be taken immediately where an emergency exists and any Authority requires Remedial Action to be taken immediately;

and the Tenant must permit the Landlord, its employees and agents including the Consultant to have that access to the Lands and Premises which is reasonably necessary to enable the Landlord to comply with the requirements of any Authority and to take Remedial Action. After request by the Tenant, the Landlord must provide the Tenant free of charge with a copy of the results of the Further Audit. The Tenant within 10 days after demand by the Landlord must pay the Landlord the amount which is equal to the actual costs to the Landlord of a Further Audit

performed under this Section 8.6 and of any Remedial Action which any Authority required the Landlord to take to the extent that the Further Audit confirmed Additional Pollution or the Remedial Action was in respect of Additional Pollution.

8.7 Landlord's Rights Regarding Existing Pollution. If during the Term, the Landlord is required by any Authority to take Remedial Action regarding the Existing Pollution the Landlord, its employees and agents may enter the Lands and Premises and at the Landlord's expense may:

- (a) perform any audits, investigations and surveys any Authority considers necessary to determine better the nature and extent of the Existing Pollution and the necessary Remedial Action; and
- (b) take any Remedial Action any Authority requires be taken and the Tenant must permit the Landlord, its employees and agents including the Consultant to have that access to the Lands and Premises which is reasonably necessary in the opinion of the Landlord to enable the Landlord to comply with the requirements of any Authority and to take Remedial Action.

8.8 Further Audit and Cost of Remedial Action. Not less than 90 days before expiry of the Term or promptly after the sooner termination of this Lease, the Landlord shall cause the Consultant to perform a Further Audit. As part of the Further Audit the Consultant must be instructed to provide:

- (a) a detailed estimate of the cost of Remedial Action to remediate the Lands and Premises which were attributable to any Additional Pollution; and
- (b) a program of Remedial Action necessary to remediate any Additional Pollution. The Tenant at its cost, shall be required to undertake immediately and complete without delay the program of Remedial Action and failing which the Landlord may remediate any Additional Pollution in accordance with that program of Remedial Action and the Tenant shall within 10 days after demand by the Landlord pay the Landlord the amount which is equal to the actual cost to the Landlord of a Further Audit performed and if the Landlord remediates, pay to the Landlord the costs of any Remedial Action carried out pursuant to this Subsection in respect of the Additional Pollution.

9.0 COMPLEMENTARY FACILITIES LICENCE

9.1 Use of Complementary Facilities. The Tenant, its directors, officers, employees, invitees and licensees in common with others designated by the Landlord or otherwise entitled shall during the Term of this Lease have the use and benefit of the Complementary Facilities for the purposes from time to time permitted, approved or designated by the Landlord, subject to the reasonable management and control of the Complementary Facilities by the Landlord provided that such rules and regulations that the Landlord may establish, specify and enforce and the management and control of the Campus and the Complementary Facilities shall at all times be consistent with the terms of this Lease, the use permitted of the Lands and Premises under this Lease and the requirements of the Tenant and its Subtenants to obtain access to, egress from and the supply of services to the Lands and Premises. The Landlord shall maintain the roads, sidewalks, utilities and other Complementary Facilities required for the access and egress to and from the Lands and Premises and the supply of services and utilities in good order and repair. It is also understood and agreed that:

- (a) access to the Lands and Premises is by dedicated provincial roads;
- (b) there are no Complementary Facilities that are required to permit the Tenant to use the Lands and Premises for the Permitted Activities; and
- (c) there are no Complementary Facilities situate on the Lands.

9.2 Management and Control of Campus. The Landlord has the exclusive right to manage and control the Campus including the Complementary Facilities, the Lands and Premises and other premises leased to other tenants, and from time to time the Landlord may establish, specify and enforce rules and regulations regarding the use, maintenance and operation of the Campus and Complementary Facilities and the activities of tenants and others conducted thereon and the rules and regulations in all respects to be observed and performed by the Tenant, its officers, employees and other invitees. Without limitation the Landlord has the right in the management and control of the Campus and Complementary Facilities to:

- (a) supervise and police the Campus and Complementary Facilities that are located on the Campus, excluding the Lands and Premises, and provide such security measures and patrols as the Landlord deems reasonably necessary;
- (b) close off all or any part of the Campus or such Complementary Facilities at such times as in the opinion of the Landlord are advisable;
- (c) convey, modify and terminate licences, easements or other rights pertaining to the use of all or any part of the Campus or such Complementary Facilities;
- (d) close off all or part of the Campus or such Complementary Facilities for maintenance, repair, construction or development;
- (e) employ such persons required for the management and control of the Campus and security thereon as the Landlord may from time to time deem advisable;
- (f) designate the entrances, roadways, parking areas and times when and where vehicles and pedestrians may use such Complementary Facilities or the Campus;
- (g) change from time to time the area, level, location, arrangement or use of any part or parts of such Complementary Facilities or Campus but not so as to permanently materially interfere with access to the Lands and Premises;

provided that such rules and regulations that the Landlord may establish, specify and enforce and the management and control of the Campus and the Complementary Facilities shall at all times be consistent with the terms of this Lease, the use permitted of the Lands and Premises under this Lease and the requirements of the Tenant and its Subtenants to obtain access to, egress from and the supply of services to the Lands and Premises. The Landlord shall maintain the roads, sidewalks, utilities and other Complementary Facilities required for the access and egress to and from the Lands and Premises and the supply of services and utilities in good order and repair.

9.3 Trespassing Vehicles. Should the Tenant, its officers or employees park vehicles in areas outside the boundaries of the Lands and Premises not allocated for that purpose, the Landlord shall have the right to remove the trespassing vehicles and the Tenant shall indemnify

and save harmless the Landlord from any costs, claims, damage, liability and expense from any claims by third parties arising out of the trespass or removal of trespassing vehicles.

9.4 Parking Charges. The Landlord reserves the right to impose reasonable charges for the use of parking areas and facilities on or in the Complementary Facilities.

9.5 Alterations or Addition to Complementary Facilities. The Tenant covenants that nothing contained in this Lease shall be construed so as to prevent the Landlord from varying or altering the location or size of the Complementary Facilities including parking areas, driveways and sidewalks from time to time or from erecting additional buildings or extending buildings and without limiting the foregoing, the Landlord shall have the unrestricted right to construct additional buildings from time to time on the Campus and Complementary Facilities, add or change any building, or may alter the ingress and egress to the Campus or the Lands and Premises, change the loading or unloading facilities and service entrances from time to time without in any way being responsible to the Tenant, provided only that the Landlord shall at all times provide reasonable access to the Lands and Premises for the Tenant, its directors, officers, employees, licensees and invitees, the supply of utilities and services to the Lands and Premises and the Landlord shall bear any additional costs of the Tenant caused by such change and the Landlord shall use its best endeavours to cause the least disruption in the operation of the Lands and Premises. Subject to the foregoing, the Landlord may transfer or dispose of portions of the Campus or dedicate or transfer to government authorities lands for road widening and other purposes, and when and so often as the Landlord shall dispose or transfer or dedicate any portion of the Campus, then the reference herein to "**Campus**" shall mean and refer to the portion of the Campus remaining after such transfer, disposition or dedication together with any land which may be acquired by the Landlord.

10.0 UTILITIES AND OTHER COSTS

10.1 Utilities and Other Costs. The Tenant shall pay promptly as the same become due and indemnify the Landlord against:

- (a) all rates for electricity, gas, scavenging, sewage, telephone, water and other utilities and services used upon or furnished to the Lands and Premises during the Term;
- (b) all costs of all maintenance, repairs and replacements to the Lands and Premises, except as provided in Article 12.0, and except for such costs as are caused or contributed to by the Landlord or those for whom the Landlord is responsible in Law;
- (c) every cost with respect to the provision of security services requested by the Tenant from the Landlord, including patrols for the Lands and Premises.

10.2 Utilities and Services. The Landlord will supply water, natural gas, electrical, telecommunication services, sanitary sewer and storm sewer to the Lands and Premises and the Tenant agrees to accept such services from the suppliers which are designated by the Landlord from time to time. To the extent that the Landlord provides these utilities and services, and any and all other maintenance, repairs, security and other services necessary for the operation of the Lands and Premises, the Tenant shall pay as additional Rent the Landlord's reasonable charges therefor, such payments to be made as accounts are rendered by the Landlord or its agents from time to time or as the Landlord shall otherwise direct, without duplication, and provided that the charge of the Landlord for such supply, maintenance, repairs,

security and other services shall be comparable to the cost that the Tenant would have incurred with respect to the same if the Lands and Premises were situate within the City of Vancouver and provided further that the quality of all such services is comparable to the quality of such services available to consumers in the City of Vancouver.

10.3 Utility Rates. In respect of utility rates and charges, these will be levied at the same rate as assessed against other non-university tenants on the Campus, or as may be otherwise agreed to between the Landlord and the Tenant.

10.4 Provision of Services. Subject always to this Article 10.0, the Tenant may provide services normally provided by the Landlord to its tenants provided such services are supplied in a manner consistent with the Landlord's standards.

10.5 Utility Failure. The Landlord shall not be liable to the Tenant for any cost, claim, expense or liability of the Tenant arising from the failure of the Landlord, its servants, agents or contractors to supply any of the utilities or services herein referred to. If the supply of utilities or services is interrupted to the Premises, the Landlord agrees that it will not resupply such utilities or services to any other non-essential university building serviced by the same line as the Premises, without also resupplying the Premises.

10.6 Outdoor Maintenance. The Tenant agrees to maintain any pedestrian pathways, building and landscape lighting, driveways and parking areas situate upon the Lands and Premises.

10.7 Failure to Comply. In the event that the Tenant fails to comply with the covenants contained in Section 10.1, 10.2 or 10.6, the Tenant shall be in default as defined in Section 18.1 hereof.

11.0 REPAIRS AND MAINTENANCE

11.1 The Tenant covenants with the Landlord that:

- (a) Premises. The Tenant shall at all times during the Term repair, maintain and keep the Lands and Premises and all landscaping, sidewalks, street lighting, roads, parking areas, equipment and fixtures, within the Lands and Premises, including without limitation, exterior and interior doors, walls, the roof, structure, windows, glass, partitions, heating, ventilating, air-conditioning, plumbing and electrical equipment and equipment and fixtures located on the Lands and Premises in a good and substantial state of repair, normal wear and tear excluded, and the Tenant covenants to perform such maintenance, to effect such repairs and replacements and to decorate at its own cost and expense as and when necessary or reasonably required by the Landlord to do so, excluding normal wear and tear.
- (b) Examination. The Landlord and any employee, servant or agent of the Landlord shall be entitled at any reasonable time during normal business hours and during any emergency, from time to time, to enter and examine the state of maintenance, repair, decoration and order of the Lands and Premises, all equipment and fixtures within the Lands and Premises and any improvements now or hereafter made to the Lands and Premises, and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs, replacements or decorations as may be found necessary

from such examination, normal wear and tear excluded. The failure of the Landlord to give such notice shall not, however, relieve the Tenant from its obligation to maintain, repair, decorate and keep the Lands and Premises and appurtenances in good order and repair as aforesaid and to make replacements as may be necessary.

- (c) Cost. The Tenant shall, when necessary, and whether upon receipt of notice from the Landlord or not, effect and pay for such maintenance, repairs, replacements or decoration as may be the responsibility of the Tenant. If the Tenant fails to comply with the Landlord's request to effect repairs, replacement or maintenance within a reasonable time as provided by the Landlord, then the Landlord may cause such repairs, replacements or maintenance to be undertaken at the cost of the Tenant, such cost to be paid by the Tenant immediately upon notification thereof and recoverable by the Landlord as Rent.
- (d) Damage Caused by Negligence. If part of the Lands and Premises, Campus or the Complementary Facility is damaged or destroyed through negligence of the Tenant or those for whom it is responsible in law, the Tenant shall reimburse the Landlord for the cost of repairs or replacements immediately upon demand.
- (e) Repairs to Conform to Codes. All repairs, replacements maintenance or construction undertaken by the Tenant shall be done in accordance with the Land Use Rules, UBC's Rules and Regulations and all applicable Laws, codes, rules and regulations and in a good and workmanlike manner.

12.0 DAMAGE OR DESTRUCTION

12.1 Blocked Access. If there is damage to the Lands and Premises or damage to the Campus or Complementary Facilities, which prevents access to the Lands and Premises or the supply of service essential to the Lands and Premises, and if the damage is such that the Premises or a substantial part of the Premises is rendered not reasonably capable of use by the Tenant for the purposes contemplated herein for a period of time exceeding 30 days, then the Rent payable hereunder for the period beginning at the date of occurrence of the damage until at least a substantial part of the Premises is again reasonably capable of use and occupancy for the purpose aforesaid, will abate in the proportion that the area of the Premises rendered not reasonably capable of use by the Tenant bears to the whole of the Premises, and such abatement shall be credited immediately against the Rent payable hereunder.

12.2 Termination. The Landlord or the Tenant by written notice to the other given within 120 days of the occurrence of damage to the Lands and Premises or the Campus may terminate this Lease:

- (a) if the Campus or Complementary Facilities are damaged by any cause and such damage prevents access to the Lands and Premises or the supply of services essential to the Lands and Premises and either cannot be repaired or rebuilt with reasonable diligence within one year after the occurrence of the damage provided that if the Premises are not damaged so as to permit the Tenant to terminate this Lease under Subsection 12.2(b), then the Tenant may affirm this Lease (which right shall have precedence over the Landlord's right to cancel this Lease) within such 120-day period, whereupon neither the Landlord nor the Tenant may terminate this Lease and the Landlord and the Tenant shall cooperate to provide such access, egress and the supply of such services as

may be reasonably necessary to permit the Tenant and its Subtenants to occupy and use the Lands and Premises; or

- (b) if the Premises are damaged by any cause and the damage is such that the Premises or a substantial part of the Premises are rendered not reasonably capable of use by the Tenant for its operations in the Premises and cannot be repaired or rebuilt with reasonable diligence within two years after the occurrence of the damage.

12.3 Reconstruction. If this Lease is not terminated pursuant to Section 12.2, provided that the damage was caused by a hazard against which the Tenant was required to insure in accordance with the terms of this Lease and such insurance proceeds would be sufficient for rebuilding, and provided that all necessary access, egress and the supply of such services have been provided to the Lands and Premises, or shall be prior to the completion of such rebuilding, as may be reasonably necessary to permit the Tenant and its Subtenants to occupy and use the Lands and Premises in accordance with the terms of this Lease, then the Tenant covenants to commence the reconstruction of the Premises at its sole cost within two years of the date of destruction upon plans to be approved by the Landlord as aforesaid, and to complete such reconstruction and rebuilding with all due dispatch. If the Tenant is not required to reconstruct the Premises and elects not to do so, then the Tenant by notice to the Landlord to that effect, may terminate this Lease, subject to the written consent of the Tenant's Mortgagee; provided however, if the Tenant has not made such election and so terminated this Lease within 12 months of the occurrence of damage to the Lands and Premises, then the Landlord may terminate this Lease by notice to the Tenant to that effect, subject to the written consent of the Tenant's Mortgagee. If the Tenant decides to reconstruct the Premises even though it is not required to do so pursuant to this Section 12.3, then the Tenant shall give notice to the Landlord that it will reconstruct the Premises in accordance with the terms of this Lease, subject to any delays due to lack of access, egress, or supply of services to the Lands and Premises.

12.4 Arbitration. If the Premises, the Complementary Facilities or the Campus are damaged and the parties disagree as to whether the Premises, the Complementary Facilities or the Campus can be repaired or rebuilt within the time periods set out in Subsection 12.2(a) or 12.2(b) or as to whether the Premises or the substantial part of the Premises are rendered not reasonably capable of use by the Tenant for its operations in the Premises for its purposes the issue in dispute shall be referred to arbitration in accordance with Section 25.7 herein.

13.0 INDEMNITY AND LIABILITY

13.1 Indemnity. Unless the Landlord or its servants or agents are negligent or willfully in default, the Tenant indemnifies the Landlord and saves it harmless from and against any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury or damage to property arising from any act on the Lands and Premises or the occupancy or use of the Lands and Premises or occasioned wholly or in part by an act or omission of the Tenant, its officers, employees, agents, contractors or other invitees, licensees or by any one permitted by the Tenant to be on the Lands and Premises. In case the Landlord, without actual (as opposed to merely vicarious) fault on its part, is made party to litigation begun by or against the Tenant, excepting a bona fide action by the Tenant against the Landlord, the Tenant will protect and hold the Landlord harmless and will pay the costs, expenses and reasonable legal fees on an indemnity basis incurred or paid by the Landlord in connection with the litigation. The Tenant will also pay all costs, expenses and reasonable legal fees on an indemnity basis incurred by the Landlord in enforcing this Lease provided the Landlord's contention or position is

upheld by the court or an arbitrator. It is understood and agreed that all references to Landlord in this Article 13.0 shall be read and construed as being references to the Landlord in its capacity as the owner of the Lands and also in its capacity as the Municipal Authority Having Jurisdiction.

13.2 Liability. Unless the Landlord or its servants or agents are negligent or in default, the Landlord is not liable for:

- (a) the death of or injury to the Tenant or those for whom it is responsible in law, or for the loss of or damage to property of the Tenant or others by theft or otherwise or for consequential damage or loss of profits or for any other costs, losses, damages of whatsoever kind. Without limiting the generality of the foregoing, the Landlord is not liable for death, injury, loss or damage of or to any party or Persons or property of such party or Person resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Campus or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by other cause of any kind; and
- (b) death, injury, loss or damage caused by the Landlord's faculty, staff, students, other occupants or other Persons on the Lands and Premises or in any other part of the Campus or resulting from construction, alteration or repair to any part of the Campus. All property of the Tenant kept or stored on the Lands and Premises will be kept or stored at the risk of the Tenant only and the Tenant will hold the Landlord harmless from all claims arising out of damages to it, death or injury as enumerated above including subrogation claims by the Tenant's insurers.

It is understood and agreed that all references to Landlord in this section shall be read and construed as being references to the Landlord in its capacity as the owner of the Lands and also in its capacity as the Municipal Authority Having Jurisdiction.

13.3 Survival of Indemnity. Maintenance of the insurance described in Sections 14.1 and 14.4, and the performance by the Tenant of its obligations under such sections shall not relieve the Tenant of liability under the indemnity provisions set forth in Sections 13.1 and 13.2 and this indemnity shall survive the expiry or sooner termination of this Lease.

14.0 INSURANCE

14.1 All Risk Coverage. The Tenant, without expense to the Landlord, shall obtain and keep in force or cause to be obtained and kept in force throughout the Term commercial all risk property insurance, including coverage for floods and earthquakes, and such other coverage as the Landlord may reasonably require, on all buildings, improvements and equipment located on the Lands and Premises except those improvements and equipment located on the Lands and Premises belonging to a Subtenant (collectively, the **"Subtenant's Personal Property"**). The amount of such insurance shall be the Full Replacement Value (as defined in Section 14.2 below) of all such buildings, improvements, and equipment on the Lands and Premises except the Subtenant's Personal Property. Without limiting the generality of the foregoing, the Tenant waives as against the Landlord, and those for whom it is responsible in Law, each claim and demand of every nature whatsoever for damage, loss or injury to such buildings, improvements and equipment upon the Lands and Premises and to property of the Tenant and each Subtenant's Personal Property in, upon or about the Lands and Premises

which shall be caused by or result from fire or other perils, events or happenings which ought to have been covered by insurance pursuant to this section whether or not such claim or demand is covered by insurance.

14.2 Full Replacement Value. For the purposes of Section 14.1 the "**Full Replacement Value**" of any building, improvements or equipment shall be determined by the Tenant at the time the insurance is initially taken out and thereafter at least once every 12 months, and the Tenant shall promptly notify the Landlord in writing of each such determination, provided that the Landlord may at any time, by written notice to the Tenant, require the Full Replacement Value of any building, improvement or equipment to be redetermined by an independent qualified valuator designated by the insurer's agent. Such redetermination shall be made promptly and the results thereof communicated in writing to the Tenant and the Landlord.

14.3 Respective Interests. The policies of insurance provided for in Section 14.1 shall name the Landlord as an insured and shall be payable to the Landlord, the Tenant and the Tenant's Mortgagee, as their respective interests may appear, and any loss adjustment shall require the written consent of each of them with an interest therein. The parties hereto agree that the proceeds paid by any such insurer shall be applied to reconstruct the Premises and the Landlord, the Tenant and the Tenant's Mortgagee shall take all such actions to ensure that such funds are so applied; provided however, that if the Tenant is not required to commence and complete reconstruction of the Premises in accordance with Section 12.3 and elects not to do so, or if this Lease is terminated pursuant to either Subsections 12.2(a) or 12.2(b) or Section 12.3, the proceeds from the insurance shall be applied, in priority, as follows:

- (a) first, towards payment of all moneys owing on the Tenant's Mortgagee's mortgage (including without limitation, any yield maintenance fee or similar amount);
- (b) second, but only if and to the extent required by the Landlord or the Tenant, toward clearing and restoring the Lands as nearly as possible to their condition prior to the commencement of construction;
- (c) third, towards payment of all moneys payable to the Landlord under this Lease; and
- (d) fourth, in payment to the Landlord and the Tenant in accordance with their interests therein,

and upon such application of the insurance proceeds, if this Lease has been terminated, then this Lease shall be of no further force or effect, or if this Lease has not been terminated, then the Tenant shall not be obligated to repair or rebuild or restore.

14.4 Liability Insurance. Throughout the Term the Tenant shall obtain and keep in force, and include a clause in each Sublease that requires each Subtenant to obtain and keep in force general liability insurance fully insuring against liability of the Tenant and each Subtenant with respect to the Lands and Premises or arising out of the maintenance, use or occupation thereof. Such policy shall be in an amount of not less than \$5 million per occurrence at the commencement of the Term, and thereafter in such amounts as the Landlord may reasonably require. The general liability policy shall name the Landlord, its Board of Governors, employees, servants and agents as additional insureds, and shall include a cross liability clause and broad form coverage for contractual liability. Such insurance shall be primary in respect of all claims arising out of this Lease and shall not participate with nor be excess over any valid and

collectable insurance carried by the Landlord. The Tenant shall obtain and keep in force, and include a clause in each Sublease that requires each Subtenant to obtain and keep in force, liability insurance for all motor vehicles, owned and non-owned, operated on the Campus and such other types of insurance as the Landlord may reasonably require. .

14.5 Approval. All of the insurance provided for in Sections 14.1 and 14.4 and all renewals thereof shall be issued by such reputable and duly qualified insurers and in such form and substance as are approved by the Landlord, such approval not to be unreasonably withheld. All policies provided for in Sections 14.1 and 14.4 shall expressly provide that the policy shall not be cancelled or altered without 60 days' prior written notice to the Landlord and the Tenant, and that all rights of subrogation against the Landlord are waived. Upon the issue and each renewal thereof, each policy or a certified duplicate thereof or other satisfactory evidence of adequate insurance shall be delivered to the Landlord. Proof of payment of premiums for insurance shall also be delivered to the Landlord if requested.

15.0 ASSIGNMENT, SUBLETTING AND MORTGAGING

15.1 Assignment.

- (a) The Tenant shall not sell, assign or transfer or part with possession of this Lease or any portion of the Term or the Lands and Premises or any interest therein, provided however the Tenant may grant Subleases pursuant to Sections 15.2, 15.3 and 15.4 and the Tenant may mortgage this Lease by sublease or assignment pursuant to Section 15.5.
- (b) Neither this Lease nor any Sublease nor the leasehold estate of the Tenant or any Subtenant in the Lands and Premises or any portion of the Lands and Premises shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer or sale by operation of law in any manner whatsoever (except as expressly contemplated in Article 16.0), and any such attempted or purported involuntary assignment, transfer or sale shall be ineffective as against the Landlord.

15.2 Subleases. The Tenant may seek Subtenants for the Premises and may enter into written Subleases and agreements to grant Subleases, without the consent of the Landlord, so long as all such Subleases and agreements are in accordance with this Lease to a Subtenant whose proposed use of the Lands or a portion of the Lands complies with the Permitted Activities. If the Landlord so requests, the Tenant shall provide to the Landlord, within 14 days of the request, an executed copy of every Sublease and agreement to part with possession of a self-contained dwelling unit in the Premises to which the Tenant is a party.

15.3 Limitation on Subleases. No Sublease or agreement to grant any Sublease shall grant rights to a Subtenant beyond the scope of this Lease except as provided in Section 15.10 and except with respect to mortgages by way of sublease granted to the Tenant's Mortgagee and a Subtenant shall have no rights to the Lands and Premises except under this Lease.

15.4 Requirements of Sublease. Each Sublease shall contain such reasonable terms and conditions as either the Tenant or the Landlord shall suggest from time to time which are consistent with the *Residential Tenancy Act* of B.C., in so far as such statute may be applicable thereto. The Tenant agrees to provide to the Landlord from time to time a copy of the form of Sublease then in use by the Tenant and to notify the Landlord in writing of changes which are made to such form from time to time.

15.5 Tenant May Mortgage. The Tenant may assign or sublet by way of mortgage its interest in this Lease to an Approved Lender without the consent of the Landlord, but may not mortgage such interest to any Person other than an Approved Lender without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. All moneys borrowed and secured by a mortgage of the Tenant's interest in this Lease shall be used by the Tenant to pay the Minimum Rent or to reimburse the Tenant in connection with payment of the Minimum Rent, for work to be done on or off the Lands and Premises relating to this Lease, for tenant inducements to Subtenants, and/or for the payment of other obligations of the Tenant arising pursuant to this Lease. The Tenant shall advise the Landlord of the Tenant's intention to raise funds and secure the same by a mortgage of its interest in this Lease from time to time, as soon as possible after the Tenant determines to do so, and shall endeavour to give the Landlord 90 days' notice of such new financing prior to granting a mortgage of the Tenant's interest in this Lease.

15.6 No Release. INTENTIONALLY DELETED.

15.7 Deliver Certificates. INTENTIONALLY DELETED.

15.8 Landlord May Terminate Subleases. INTENTIONALLY DELETED.

15.9 Extinguishment of Subleases. Subject to Section 15.10, upon termination, forfeiture or acceptance of surrender of this Lease as to all or any portion of the Lands prior to the expiry of the Term, all Subleases and other interests created by the Tenant in respect of such portion of the Lands and the rights of all Persons claiming thereunder shall be extinguished.

15.10 Preservation of Subleases. Notwithstanding Section 15.9, upon the termination, forfeiture or acceptance of surrender of this Lease as to any Subleased Lands prior to the expiry of the Term, the Landlord shall recognize the rights and tenure of each Subtenant not then in default under its Sublease and shall grant quiet enjoyment of the Subleased Lands to the Subtenant for the balance of the term of its Sublease (but not beyond the final date of the Term), and shall observe and perform the covenants and obligations of the Tenant under the Sublease, all provided that, and as long as, the Subtenant:

- (a) pays to the Landlord the rent and any other moneys as provided in the Sublease as and when due under such Sublease;
- (b) attorns to the Landlord as tenant in respect of such Subleased Lands;
- (c) observes and performs each covenant, term and condition on its part to be observed and performed under the Sublease;
- (d) agrees in written form prescribed by the Landlord, acting reasonably, and prepared at the expense of the Subtenant that the Landlord shall be entitled to exercise each of the rights that the Tenant had under the Sublease;
- (e) executes and delivers all documents which the Landlord shall require to give effect to this Section 15.10;

and without limiting any other right of the Landlord, as to each Subtenant recognized by the Landlord, whether in conformity with the foregoing Subsections or not, the liability under this

Lease to the Landlord of the Tenant (including that under Articles 13.0 and 14.0) with respect to the Subleased Lands in favour of that Subtenant shall continue uninterrupted and in full force.

15.11 Landlord's Acknowledgment. Provided that a Sublease complies with the requirements of Section 15.4, the Landlord agrees that within 30 days after written request by any Subtenant, the Landlord will execute and deliver to that Subtenant a written acknowledgment whereby the Landlord agrees that Subtenant and its Sublease shall have the rights and protections provided under Section 15.10 of this Lease and that the Sublease complies with the requirements of Section 15.4 of this Lease.

16.0 RIGHTS OF TENANT'S MORTGAGEES

16.1 Cure Defaults. No termination of this Lease, or the exercise of its right of distress by the Landlord, shall be valid or effective against the Tenant's Mortgagee who has filed with the Landlord a copy of its mortgage together with a written notice specifying an address for notices to be given to such Tenant's Mortgagee hereunder, unless the Landlord has first given to the Tenant's Mortgagee the same amount of notice of the default or situation which would entitle the Landlord to terminate this Lease and such default or situation has not been corrected within such time. The latter notice shall specify the nature of that default or situation and state the Landlord's intention to take such action. The Landlord shall not object to the Tenant's Mortgagee, prior to the expiry of the notice period, taking whatever reasonable steps it wishes to take to cure such default or rectify the situation. If the default cannot reasonably be cured or the situation cannot reasonably be rectified within such period and the Tenant's Mortgagee so notifies the Landlord, and advises the Landlord in writing that it will cure the default or the rectification of the situation as soon as reasonably possible, the Landlord agrees not to take the action specified in its notice. The exercise of such rights shall not relieve the Tenant of its obligations under this Lease. The Tenant's Mortgagee shall be given reasonable access to the Lands and Premises to cure any default by the Tenant.

16.2 Proceedings. If a Tenant's Mortgagee commences foreclosure or other realization proceedings under its mortgage (the "**Proceedings**") in respect of the Lease, the Landlord shall not, as against that Tenant's Mortgagee, terminate the Lease to which the Proceedings relate while the Proceedings are continuing on the ground of any default or situation entitling the Landlord to do so, if the Tenant's Mortgagee:

- (a) shall first have given to the Landlord notice of its mortgage, the Proceedings, and an address for service of notices hereunder;
- (b) actively prosecutes the Proceedings;
- (c) except for Non-Curable Defaults, cures any default in accordance with notice given under Section 16.1 or proceeds to complete the cure of any default which cannot reasonably be cured in accordance with the period specified in the notice given under Section 16.1; and
- (d) performs and observes all of the Tenant's covenants and agreements in the Lease other than those which are the subject of a Non-Curable Default.

A "**Non-Curable Default**" means the happening of any of the events described in Section 18.2 or any other non-financial default or circumstance which is of a nature which is not reasonably capable of being cured or remedied by the Tenant's Mortgagee.

16.3 Non-Curable Default. If this Lease is subject to termination by reason of a Non-Curable Default and the Tenant's Mortgagee has filed with the Landlord a copy of its mortgage together with a written notice specifying an address for notices to be given to the Tenant's Mortgagee, then no termination of this Lease by the Landlord by reason of a Non-Curable Default, shall be valid or effective against the Tenant's Mortgagee if the Tenant's Mortgagee:

- (a) commences Proceedings in respect of this Lease and diligently prosecutes the Proceedings;
- (b) as part of the Proceedings, applies to a Court of competent jurisdiction for the appointment of a receiver of the leasehold interest charged by the Tenant's Mortgagee's mortgage;
- (c) except for any Non-Curable Default, cures any default in accordance with notice given under Section 16.1 or proceeds to complete the cure of any such default which cannot reasonably be cured in accordance with the period specified in the notice given under Section 16.1; and
- (d) performs and observes all of the Tenant's covenants and agreements in this Lease other than those which are the subject of a Non-Curable Default.

16.4 Attornment. If and when the Tenant's Mortgagee acquires the leasehold interest of the Tenant pursuant to the Proceedings, then the Tenant's Mortgagee may continue in possession as tenant for the balance of the term of this Lease then remaining, provided that the Tenant's Mortgagee first attorns as tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of the Tenant under this Lease until the earlier of:

- (a) the expiration of the term of this Lease; or
- (b) the date on which the Tenant's Mortgagee assigns this Lease as permitted by it or as is otherwise agreed by the Landlord.

16.5 New Lease. If the Tenant's Mortgagee complies with the provisions of Section 16.2 or 16.3 and acquires the leasehold interest of the Tenant pursuant to the Proceedings or the leasehold interest of the Tenant is sold pursuant to the Proceedings to an assignee permitted by this Lease or as is otherwise agreed by the Landlord or this Lease is terminated as against the Tenant for default, then the Landlord shall, upon written request by the Tenant's Mortgagee within 90 days after such acquisition or sale, grant to the Tenant's Mortgagee or such assignee a new lease on the terms of this Lease.

16.6 Right to Assign. The Tenant's Mortgagee shall have the right to assign this Lease and the remaining term of it, subject to obtaining the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed, provided always that:

- (a) the Tenant's Mortgagee, a subsequent purchaser or assignee having cured all defaults under this Lease, except for Non-Curable Defaults, pursuant to Section 16.1 of this Lease, may sell, assign or sublet without restriction, prohibition or consent; and
- (b) the assignee covenants with the Landlord to observe and perform all of the covenants and obligations of the Tenant under this Lease, whereupon the

Tenant's Mortgagee shall be released from liability for any obligations arising from and after the date of the assignment.

16.7 Landlord's Agreement. The Landlord and the Tenant agree to enter into an agreement with each Tenant's Mortgagee substantially in the form attached as Schedule "A", provided that the Landlord is indemnified by the Tenant or the Tenant's Mortgagee in respect of the costs it incurs in the preparation and execution of such agreement and also provided that if the loan made by the Tenant to the Tenant's Mortgagee is insured by Canada Mortgage and Housing Corporation ("CMHC"), the Landlord and the Tenant agree to enter into an agreement with each Tenant's Mortgagee substantially in the form attached as Schedule "B".

16.8 Valid Termination. INTENTIONALLY DELETED.

16.9 No Release. No entry by a Tenant's Mortgagee pursuant to this Article 16.0 upon the Lands and Premises for the purpose of curing any default of the Tenant shall release or impair the continuing obligations of the Tenant.

16.10 Recognition of Sublease Mortgagee. If the Landlord is required to recognize the rights and tenure of a Subtenant pursuant to Section 15.10, the Landlord shall continue to recognize the rights of a Sublease Mortgagee of that Subtenant as set forth in this Article 16.0.

16.11 Priority between Tenant's Mortgagees. If there is more than one mortgage charging the leasehold interest of the Tenant, the right of a Tenant's Mortgagee to cure any default or contingency and to obtain the protections and rights under this Article 16.0 shall be based on the respective priorities of such mortgages.

16.12 Applicability of Article 16.0 to a Sublease Mortgagee. This Article 16.0 and Section 15.5 shall apply mutatis mutandis to any Approved Lender to any Subtenant. All references to Tenant's Mortgagee shall be read as references to Sublease Mortgagee, references to this Lease as references to the Sublease, references to Landlord as references to the Tenant and references to Tenant as references to Subtenant.

16.13 Landlord's Right to Pay Out Tenant's Mortgagee. The Landlord shall have the right but not the obligation after the Tenant's Mortgagee has accelerated the balance due and owing on its mortgage, to pay to the Tenant's Mortgagee all amounts owing on its mortgage (including, without limitation, any yield maintenance fee or similar amount) and in such event the Tenant's Mortgagee shall assign to the Landlord the mortgage and all other security which the Tenant's Mortgagee holds as security for its loan to the Tenant and the Landlord shall then be entitled to take possession of the Lands and Premises in accordance with the rights of the Mortgagee, subject to the Subleases.

17.0 SPECIAL RIGHTS OF THE LANDLORD

17.1 Entry. If the Landlord wishes to enter or to permit the City of Vancouver, the Province of British Columbia, or other governmental bodies, public utilities or other Persons having legal right to do so, to enter upon the Lands and Premises for the purposes of installing underground water, oil, gas, steam, storm sewer, sanitary sewer and other pipelines and conduits or to grant or obtain an easement or right of way therefor, the Landlord shall apply in writing for the consent of the Tenant specifying the reason for entry or the nature and extent of such easement or right of way. The Tenant shall not unreasonably withhold its consent and shall use all reasonable efforts to obtain its Lender's consent to such entry or to such easement or right of way. If the Tenant reasonably denies the Landlord's request for such easement or

right of way the Tenant shall specify and consent to a reasonable alternative easement or right of way. No activity conducted pursuant to this Section 17.1 shall interfere with the use of the Lands and Premises for the Permitted Activities or the stability of any building or improvement constructed on the Lands and Premises.

17.2 Reservation of Oil. The Landlord expressly reserves all oil, gas, hydrocarbons and other minerals of every type whatsoever in and under the Lands and Premises and the right to enter by its servants, agents and licensees upon the Lands and Premises to conduct the activities of exploring for, mining, extracting and removing the same without payment therefor to the Tenant. Prior to such entry the Landlord shall give the Tenant written notice describing in reasonable detail the activities which the Landlord proposes to undertake. No activity conducted pursuant to this Section 17.2 shall interfere with the use of the Lands and Premises for the Permitted Activities, the stability of any building or improvement constructed on the Lands and Premises. No operation for such exploration, mining, extraction or removal will be conducted on or from the Lands and Premises unless it is at a depth beneath the surface as will ensure no interference with the use of the Lands and Premises as agreed herein or the stability of any building or improvement constructed on the Lands and Premises.

17.3 Landlord May Mortgage. The Landlord expressly reserves the right to mortgage its interest in the Lands and to mortgage its rights under this Lease provided that such mortgage is expressly subject to this Lease. The Landlord shall reimburse the Tenant for, and indemnify the Tenant against, any loss, cost (including reasonable legal costs) or damages actually suffered or incurred by the Tenant as a result of or arising out of the exercise by the Landlord of any of the rights reserved in this Section 17.3.

17.4 Easements. If during the Term the Landlord reasonably requires an easement for utilities and facilities or systems on or under the Lands and Premises or the expansion of any such easement, the Tenant shall consent to and shall use all reasonable efforts to obtain its lender's consent to the grant of such easement provided the same does not interfere with the Tenant's or Subtenants use or occupation of the Lands and Premises. In the event the Tenant, being required to do so, does not wish to grant an easement, the Tenant shall pay the Landlord the sum equal to the cost of constructing and relocating the utilities, facilities and systems through an alternate route less the estimated cost for the proposed installation or expansion of such utilities, facilities and systems that would have been incurred had the same not been relocated. The Landlord may enter the Lands and Premises alongside the easement as may be reasonably necessary to maintain and replace the works within the easement. The Landlord covenants that any and all damage to the Lands and Premises occasioned by its entry for the purposes aforesaid, shall be replaced and/or repaired to at least the same condition the said Lands and Premises were at the time of entry.

18.0 DEFAULT, TERMINATION AND EXPIRY

18.1 Default. If the Tenant:

- (a) fails or neglects to make any payment due to the Landlord, in accordance with the terms of this Lease, within 30 days after the Landlord gives the Tenant written notice that the payment is overdue; or
- (b) abandons the Premises or fails or neglects to cure any default of any of the other terms, covenants, agreements, or conditions herein on its part to be observed, kept or performed, within 60 days after the Landlord gives to the Tenant written notice of such default, or if a longer period is required to cure the same, within

such 60-day period the Tenant has commenced to cure such default and continues diligently thereafter to cure such default;

then in such event the Landlord may, subject to Article 16.0, by written notice to the Tenant forthwith terminate this Lease. Such right to terminate this Lease shall be in addition to any additional rights that exist through the failure of the Tenant to comply with any other covenant or condition herein.

18.2 Bankruptcy and Other Circumstances. The Tenant covenants that:

- (a) if any proceedings under the *Bankruptcy and Insolvency Act* of Canada, the *Companies Creditors Assistance Act* or other statute of similar purport are commenced against the Tenant, and such proceedings are not dismissed before an adjudication of bankruptcy, the appointment of a trustee, or the confirmation of a composition, arrangement or plan or reorganization; or
- (b) if the Tenant is adjudged insolvent or makes an assignment for the benefit of its creditors or otherwise takes the benefit of any statute for the benefit of insolvent debtors; or
- (c) if a writ of attachment or execution is levied on the leasehold estate hereby created or any property of the Tenant upon the Lands and Premises and is not released or satisfied within 30 days thereafter; or
- (d) if a receiver, trustee, sequestrator or liquidator is appointed in any proceeding or action with authority to take possession or control of the leasehold interest of the Tenant hereunder, any portion of the Lands and Premises or the business conducted thereon by the Tenant, and such appointee is not discharged within a period of 45 days after his or her appointment;
- (e) if a creditor of the Tenant, including any Approved Lender, attempts to execute, realize upon or otherwise enforce any charge or encumbrance secured against the Lease; or
- (f) if any sale, transfer, assignment, sublease or parting with possession which is contrary to Article 15.0 occurs; or
- (g) if any resolution is passed or other step taken for the winding-up, liquidation or other termination of the existence of the Tenant and is not abandoned prior to the completion of the winding-up, liquidation or other termination of existence;

each such event shall be deemed to constitute a default under this Lease by the Tenant and, subject to Article 16.0, shall, at the election of the Landlord by written notice, but without entry or other action of the Landlord, terminate this Lease as to all or any portion of the Lands and Premises immediately upon the sending of such notice and in respect of such terminated portion all rights of the Tenant under this Lease and all rights of any Persons claiming under the Tenant, shall thereupon cease and all Rent then due plus Rent for the next following three months shall forthwith become due and be payable to the Landlord, provided that if the Tenant has sublet, assigned or mortgaged or otherwise parted with possession of the Land and Premises in accordance with the terms of this Lease, the Landlord will not terminate this Lease with respect to the interest of such Subtenant, assignee, mortgagee or other party.

18.3 Termination. In the event of termination or expiration of the Lease, the Tenant agrees to deliver the Premises to the Landlord in reasonable repair, except for normal wear and tear and any damage referred to in Article 12.0, free and clear of all rights, mortgages, privileges and encumbrances placed thereon by or on account of the Tenant, except the interests of any Subtenants, assignees or mortgagees in accordance with the terms of this Lease, and without indemnity or compensation to the Tenant for any reason whatsoever other than any compensation which may be due by the Landlord to the Tenant pursuant to this Lease prior to such termination; loss or damage from fire or other perils covered by the insurance policy effected by the Tenant excepted.

18.4 Force Majeure. Notwithstanding anything in this Lease, the Tenant shall not be in default with respect to the performance of any of the obligations within this Lease, if the default is due to any strike, lockout, labour dispute, civil commotion, invasion, rebellion, hostilities, sabotage, delay or inability to obtain supplies or labour or permits or approvals or consents contemplated under this Lease or other like cause beyond the reasonable control of the Tenant or due to acts of God.

19.0 INSPECTION

19.1 Inspection of the Lands and Premises. The Landlord, its servants, agents, contractors and representatives, shall be entitled at all reasonable times (after written notice given to the Tenant specifying the purpose) to go upon the Lands and Premises and into each building and other improvement thereon for any of the following purposes:

- (a) inspecting the same;
- (b) inspecting the performance by the Tenant of the terms, covenants, agreements and conditions of this Lease, and by any permitted Subtenant claiming by, through or under the Tenant of any of its obligations under its sublease;
- (c) reading utility metres;
- (d) posting and keeping posted thereon notices as required or permitted by any Law or regulation; or
- (e) any other reasonable purpose.

The Landlord will give reasonable notice to the Tenant of the Landlord's intention to enter the Premises and provide an opportunity of the Tenant to accompany the Landlord during such entry. The Landlord acknowledges that the nature of the undertakings in the Premises may be confidential or sensitive and access to the Landlord may be delayed if such access would be likely to interfere with the undertakings.

20.0 GENERAL TERMS AND INTERPRETATIONS

20.1 Rules and Regulations. Subject to the terms of this Lease, the Tenant shall observe and cause those for whom the Tenant is responsible in Law, to observe such rules and regulations with respect to the use of the Complementary Facilities and conduct on the Campus and amendments and changes therein, not inconsistent with the permitted use of the Lands and Premises and the terms of this Lease, as may hereinafter be made by the Landlord of which notice in writing shall be given to the Tenant and all such rules and regulations, including without limitation, UBC's Rules and Regulations, shall be deemed to be incorporated into and

form a part of this Lease to the extent that the same are not inconsistent with the terms of this Lease.

20.2 No Waiver Implied. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat in any way the rights of the Landlord in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only an express waiver in writing.

20.3 Labour Disputes. The Landlord and the Tenant covenant to cooperate with each other in minimizing the effect of any labour dispute which any such party may have upon the operations of the other party. The Landlord and the Tenant covenant that in the event of a labour dispute, the party involved in such dispute shall take all appropriate steps to protect the party not involved in the dispute from interference with its or their operations caused by the dispute and without limiting the generality of the foregoing, to eliminate picketing which may cause such interference. Such steps shall be taken at the expense of the party involved in the dispute and the non-involved party shall have the right to retain counsel at its own expense to recommend to the party involved in the dispute appropriate action to protect the party not involved. The party involved shall give due consideration to the recommendation of counsel for the party not involved. This Section 20.3 shall not be construed to require a party involved in a dispute to meet the demands of any party with whom it has the dispute.

20.4 Limit on Claims. Neither the Landlord nor the Tenant shall bring any action against or claim damages for compensation from the other for any loss, cost, expense or liability suffered as a result of a labour dispute other than in respect of a breach of the covenant contained in Sections 20.3 and 20.4.

20.5 No Prejudice. No exercise of a specific right or remedy by the Landlord precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

20.6 Entry. The Landlord and its agents may enter the Lands and Premises at all reasonable times to examine them and to show them to a prospective lessee during the last year of the Term.

21.0 QUIET ENJOYMENT

21.1 If the Tenant without default pays the Rent and any additional Rent at the times and in the manner herein provided and keeps and performs all the terms, covenants and agreements herein on the Tenant's part to be kept and performed, the Tenant may possess and enjoy the Lands and Premises for the Term without disturbance or interruption by the Landlord or any Person claiming by, through or under the Landlord but subject to the rights of the Landlord herein.

22.0 OVERHOLDING

22.1 If the Tenant remains in possession of the Lands and Premises after the end of the Term, there is no tacit or other renewal of this Lease, and the Tenant will be considered to be occupying the Lands and Premises as a tenant from month-to-month and otherwise upon the terms and conditions set forth in this Lease, so far as applicable.

23.0 EXPROPRIATION

23.1 If the Lands and Premises or any portion thereof are expropriated or condemned at any time during the Term, the Landlord shall have no liability to the Tenant for the Landlord's inability to fulfill any of its covenants herein, but in each such event the Landlord and the Tenant may seek compensation separately from the expropriating authority but shall cooperate in seeking such compensation, and if a joint award of compensation is made, it shall be divided as agreed between the Landlord and the Tenant and failing agreement within 90 days of the award, as determined by arbitration hereunder.

24.0 INDEMNITY BY THE INDEMNIFIER

24.1 INTENTIONALLY DELETED

25.0 MISCELLANEOUS

25.1 Time. Time shall be of the essence of this Lease.

25.2 No Representations. The parties acknowledge that there have been no representations made by the other party which are not set out in the Lease or other written agreement between the parties.

25.3 Proper Law. The Lease shall be construed and governed by the laws of the Province of British Columbia. Should any provision or provisions of the Lease and or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.

25.4 No Joint Venture etc. It is understood and agreed that nothing contained in this Lease or in any acts of the parties hereby shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

25.5 Use of Name. The Tenant shall not, nor shall any Subtenant, without the prior written consent of the Landlord, use the Landlord's name in any publication, advertisement, notice, document or otherwise and shall not hold itself out as being associated with the Landlord.

25.6 Enurement. Subject to the provisions of the Lease respecting assignment by the Tenant, this indenture shall enure to the benefit of and be binding upon the Landlord, its successors and assigns and the successors and permitted assigns of the Tenant.

25.7 Arbitration. If a dispute arises as to the meaning of any Section in this Lease, the rights of the Landlord and the Tenant hereunder, the appointment of any party to be appointed herein, or the decision of any party so appointed, and the parties are unable to resolve such dispute, the matter in dispute shall be referred to a single arbitrator appointed pursuant to the *Arbitration Act* and amendments thereto. The decision of any arbitrator shall be final and binding upon the parties, including any decision of the arbitrator with respect to the costs of arbitration.

25.8 Interest. For the purpose of this Section 25.8, "**Prime Rate**" means the rate of interest per annum (regardless of how or when calculated) designated from time to time by the

Landlord's principal banker from time to time (the "**Bank**") as being the prime commercial lending rate (now commonly known as the Bank's prime rate) charged by the Bank for demand loans in Canadian funds made at the main branch of the Bank in Vancouver, British Columbia (and if at any time there is more than one prime commercial lending rate of the Bank then the Prime Rate shall be the highest prime commercial lending rate of the Bank).

If the Tenant defaults in making any payment due to the Landlord under this Lease, the Tenant shall pay to the Landlord from the date the payment was due until the date payment is actually made to the Landlord, interest on the amount due at the rate which is the aggregate of 2% per annum plus the Prime Rate, calculated monthly, not in advance. It is agreed that if the Prime Rate changes, and so often as the same occurs at any time the rate of interest charged under this Lease shall change on the same day and in the same amount as the Prime Rate changed. Acceptance of any late payment without interest shall not constitute a waiver of the Landlord's right to require interest on the amount due.

25.9 Right to Distrain. Subject to Article 16.0, in the event of default in payment of any amount payable to the Landlord under this Lease, the Landlord may seize and sell the Tenant's property on the Lands and apply the proceeds of such sale firstly to the costs of the seizure and sale, secondly to interest payable on unpaid amounts, and then, finally to payment of the unpaid amounts. The Landlord shall not levy distress against nor seize or sell any property of a Subtenant. If the Tenant vacates the Lands leaving any Rent or other amount payable under this Lease unpaid, the Landlord, in addition to any remedy otherwise provided by law, may seize and sell the property of the Tenant removed from the Lands at any place to which the Tenant or any other Person may have removed such property in the same manner as if such property had remained upon the Lands.

25.10 Notice. Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this Lease shall be given or made in writing and may be either delivered personally or sent by fax or registered mail, postage prepaid, addressed to the Landlord at:

The University of British Columbia
6th Floor, Walter C. Koerner Library
1958 Main Mall
Vancouver, British Columbia
V6T 1Z2

Attention: The Vice-President, Finance (or then equivalent)

or addressed to the Tenant at:

UBC Properties Investments Ltd.
200 - 3313 Shrum Lane
Vancouver, British Columbia
V6S 0C8

Attention: The President

or to such other address as such party from time to time may specify by written notice to the other. The time of giving or making such notice, demand, request, consent or objection shall be, if delivered, when delivered, and if mailed, then on receipt at such address.

25.11 Captions. The captions appearing in this Lease have been inserted as a matter of convenience only and in no way define, limit or enlarge the meaning of this Lease or any provision thereof.

25.12 Severability. In the event that any part, Article, Section or Subsection of this Lease shall be held to be indefinite, invalid, illegal, or otherwise voidable or unenforceable, the entire Lease shall not fail on account thereof, and the balance of the Lease shall continue in full force and effect.

26.0 UNIVERSITY NEIGHBOURHOODS ASSOCIATION

26.1 It is understood by the Tenant that the Lands are situate on the Campus, which is administered by The University of British Columbia pursuant to the University Act in compliance with the Official Community Plan and Comprehensive Community Plan for the Campus and the Neighbourhood Plan for the Wesbrook Place Neighbourhood, all as amended from time to time. The Campus is classified as a rural area for taxation purposes and is located within Electoral Area "A". Electoral Area "A" includes the Campus, Pacific Spirit Regional Park and the University Endowment Lands. Residents of the Lands are able to vote for members of the Vancouver School Board, a member of the British Columbia legislative assembly, a member of the parliament of Canada and the representative from Electoral Area "A" to the Greater Vancouver Regional District.

26.2 The Tenant understands and agrees that concurrently with its execution of this Lease, eligible residents on the Lands shall have the right to become a member of the University Neighbourhoods Association (the "Association") whose purposes are, inter alia, to promote services, amenities and facilities which better provide for the development of good neighbourhoods, particularly for eligible residents with respect to community health, safety, education, culture, recreation, comfort or convenience. The Association is an incorporated legal entity which is separate and distinct from The University of British Columbia. The University of British Columbia has entered into an agreement with the Association (the "UBC Neighbours' Agreement") to document the arrangements for the conduct of relations among the parties. The UBC Neighbours' Agreement provides that the Board of Governors of The University of British Columbia may, from time to time, request that the board of directors of the Association act as an advisory board to the Board of Governors of The University of British Columbia. The UBC Neighbours' Agreement may be terminated in certain circumstances, as outlined in the UBC Neighbours' Agreement. The Association may be dissolved should the Campus become part of a municipal or similar type of local governing body.

26.3 A copy of the UBC Neighbours' Agreement and the Bylaws and Constitution of the Association are available for viewing on the web site of the Association, <http://www.myuna.ca/>.

26.4 The UBC Neighbours' Agreement referred to in Section 26.2 above provides that the Association will receive a portion of the Service Levy (the "Levy Apportionment") payable pursuant to Section 4.1(b) of this Lease to provide funding for its purposes.

26.5 In addition to the Levy Apportionment, the Association may charge user fees for services and/or facilities which it provides.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands as of the day and year first above written on Schedule "D" of the Form C General Instrument – Part 1 to which this Lease is attached.

**Schedule "A" to the Lease (Section 16.7 With No CMHC Insurance) Form of Agreement
With the Tenant's Mortgagee
AGREEMENT AMONG THE LANDLORD,
THE TENANT AND THE TENANT'S MORTGAGEE**

This Agreement is made as of the <@> day of <@>, 20<@>

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a British Columbia university created pursuant to the *University Act*, with an address of 7th Floor, Walter C. Koerner Library, 1958 Main Mall, Vancouver, British Columbia, V6T 1Z2

(the "**Landlord**")

AND:

UBC PROPERTIES INVESTMENTS LTD., a British Columbia company having an office at 200 - 3313 Shrum Lane, Vancouver, British Columbia, V6S 0C8, as Trustee, for UBC Properties Trust

(the "**Tenant**")

AND:

<@>

(the "**Mortgagee**")

WHEREAS:

A. Pursuant to a lease dated for reference September 15, 2020 (the "**Lease**") the Landlord leased to the Tenant on the terms and conditions contained in the Lease, the lands legally described as:

PID: 029-436-796
Lot 11 District Lot 6494, Group 1, New Westminster District
Plan EPP29484 Except Part in Air Space Plan EPP102569
(the "**Lands**")

B. The Lease was registered in the Land Title Office under number <@> against the Lands;

C. The Tenant wishes to construct upon the Lands, at the Tenant's sole cost, a fourteen storey building containing two levels of underground parking and a tower of 159 residential rental units (the "**Premises**");

D. By a mortgage dated <@>, 20<@> (the "**Mortgage**") from the Tenant as mortgagor to the Mortgagee, the Tenant did demise and sublease by way of mortgage all of the Tenant's right, title and interest in and to the Lands and Premises described in the Lease (save and except the last day thereof);

E. The Mortgagee is a "**Tenant's Mortgagee**" as defined in the Lease and desires to have every opportunity to protect its interest and the security of the Mortgage, and to have the advantage of the covenants between the Landlord and the Tenant with respect to protection of the Mortgagee's interest as contained in the Lease; and

F. The Landlord and the Tenant have agreed to enter into this Agreement for the purpose of providing adequate security for the Mortgagee.

NOW THEREFORE in consideration of the premises and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto hereby covenant and agree, each with the other, as follows:

1. The Tenant acknowledges and represents to the Mortgagee that the Tenant has entered or intends to enter into possession of the Lands pursuant to the terms of the Lease.

2. The Landlord and the Tenant warrant and represent to the Mortgagee that:

- (a) all necessary consents or approvals to the granting of the Lease and the Mortgage required under applicable legislation have been obtained and any relevant reservations or limitations in such legislation or affecting the Premises have been complied with and observed and the Landlord has the full right and authority to grant the Lease of the Lands to the Tenant for the use as provided in the Lease;
- (b) the Landlord has not directed the Tenant to take any remedial action pursuant to the Lease; and
- (c) the Landlord has not asserted against the Tenant any claim for indemnification pursuant to the Lease.

3. The Tenant warrants and represents to the Landlord and the Mortgagee that all of the issued and outstanding shares in the capital of the Tenant are owned legally and beneficially by the Landlord.

4. The Landlord acknowledges, agrees and confirms to and with the Mortgagee that:

- (a) the Mortgagee is an Approved Lender (as defined in the Lease) who is a mortgagee of the interest of the Tenant under the Lease and is defined as such in the Lease;
- (b) the Mortgage will secure monies used by the Tenant for the Lands and the Premises for work done off the Lands by the Tenant and related to the Lease or

the Lands and the Premises, for the Lease or for the obligations of the Tenant arising therefrom;

- (c) the Lease is in good standing and has not been amended;
- (d) the Mortgagee shall be entitled to all of the rights, privileges and benefits accruing to a Tenant's Mortgagee as provided in Section 15.5 of the Lease and the whole of Article 16.0 (comprising Sections 16.1 to 16.13 inclusive thereof) of the Lease to the same extent as for any Tenant's Mortgagee thereunder;
- (e) a Non-Curable Default under the Lease shall include any of the events described in Section 18.2 of the Lease;
- (f) the Mortgagee shall have no obligation or liability to cure any Non-Curable Default under the Lease in order to invoke, enforce or derive any benefits or advantages from any of the provisions of Article 16.0 of the Lease (comprising Sections 16.1 to 16.13 inclusive thereof);
- (g) there has been no prepayment of rent under the Lease except in accordance with the terms thereof, if any;
- (h) there are no rental arrears outstanding under the Lease;
- (i) the Landlord has not determined to act or given notice of its intention to act upon any default under the Lease, and to the best knowledge of the Landlord there has been no default under the Lease by either the Landlord or the Tenant; and
- (j) any buildings and other improvements constructed on the Lands and Premises will become and remain the property of the Tenant during the term of the Lease.

5. The Landlord acknowledges receipt of notice of the Mortgage and a copy of the Mortgage from the Mortgagee and of written notice specifying an address for notices to be given to the Mortgagee, such address being the address of the Mortgagee as shown on the first page hereof, all in accordance with Article 16.0 and Section 14.3 of the Lease and the Landlord hereby covenants and agrees to grant and provide to the Mortgagee all rights, assurances and notices afforded under the terms of the Lease to a Tenant's Mortgagee as defined in the Lease.

6. The Landlord and the Tenant will at any time and from time to time, upon not less than 30 days' prior written request by the Mortgagee, execute, acknowledge and deliver to the Mortgagee a statement in writing certifying:

- (a) that the Lease is unmodified and in full force and effect or, if there have been any modifications, that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the rent or other charges payable under the Lease have been paid, provided that the request specifies the charges in respect of which such information is required; and
- (c) so far as the maker of the statement is aware, the other party to the Lease is not in default under any provision of the Lease, or, if in default, the particulars thereof.

7. The Tenant and the Landlord covenant and agree with the Mortgagee that:
- (a) they will not accept a surrender of the Lease, in whole or in part, without the prior written consent of the Mortgagee;
 - (b) they will not agree to any modification or amendment to the Lease:
 - (i) which may materially adversely affect the Mortgage or the Mortgagee's security, without the prior written consent of the Mortgagee; or
 - (ii) which does not materially adversely affect the Mortgage or the Mortgagee's security, without giving the Mortgagee 30 days' prior written notice of such modification or amendment.
8. Neither the Mortgagee nor any receiver or receiver-manager appointed thereby nor any assignee, transferee or purchaser of the Lease pursuant to enforcement proceedings initiated by the Mortgagee shall, unless it elects to do so, be subject to or bound by any other agreements between the Landlord and the Tenant.
9. If the Landlord and the Tenant cannot agree as to any matters regarding the Lease and they decide that the resolution of the matter is to be determined by arbitration pursuant to the arbitration provisions of the Lease, the Mortgagee shall be given adequate notice of such arbitration proceeding and if in the reasonable opinion of the Mortgagee, such proceeding may affect the Mortgage or the Mortgagee's security, the Mortgagee shall be given a reasonable opportunity by the Tenant and the Landlord to participate in the arbitration proceedings.
10. If the Mortgagee shall have cured any default in the payment of rent or any other amount required to be paid by the Tenant under the Lease and shall continue to pay currently such monetary obligations as and when the same fall due, or if the Mortgagee is prohibited by any process or injunction issued by any court having jurisdiction over any proceeding involving the Tenant, from commencing or prosecuting foreclosure or other appropriate proceeding or from obtaining possession of the Lands and Premises, then the time for commencing or prosecuting such foreclosure or other proceedings or for curing defaults (other than payment of rent or any other amount required to be paid by the Tenant under the Lease) shall be extended for the period of such prohibition or injunction.
11. The Landlord has filed a notice of interest in the land title office pursuant to Subsection 3(b) of the *Builders Lien Act* stating that the Landlord is giving notice that it will not be responsible for any improvements done to the Lands or improvements thereon, unless the improvements are undertaken at the express request of the Landlord.
12. If the Lease is terminated, surrendered, disclaimed or forfeited and as a result the Tenant ceases to have any leasehold interest in the Lands and Premises, all covenants and obligations of the Tenant hereunder shall be assumed by the Landlord without any further act or agreement of the parties.
13. The Mortgagee agrees that if it gives any written notice of default to the Tenant under the Mortgage, it will concurrently therewith give a copy of such notice to the Landlord at the address specified on page 1 of this Agreement and the Landlord shall have the right to cure such default.

14. The Mortgagee covenants and agrees that if the Tenant defaults under the Lease and the Mortgagee demands payment of the full principal sum owing under or secured by the Mortgage and commences foreclosure or other realization proceedings under the Mortgage, the Landlord shall have the right to require the Mortgagee to assign the Mortgage to the Landlord (or to another entity nominated by the Landlord in which the Landlord has an interest) upon payment to the Mortgagee of the principal sum, accrued interest, costs and any other moneys secured by or to which the Mortgagee is otherwise entitled, under or pursuant to the Mortgage.

15. The Tenant agrees to pay the costs of the Landlord incurred in connection with this Agreement.

16. This Agreement shall be deemed to terminate at such time as the Mortgage has been paid in full in accordance with the terms and conditions therein contained and, if the Mortgage has been registered, is discharged from the title to the Lands and Premises.

17. The Tenant hereby acknowledges and agrees that nothing contained in this Agreement shall in any way release or limit the covenants and obligations of the Tenant under the Mortgage or the Lease.

18. The Tenant expressly consents to the exchange of notices or information between the Landlord and the Mortgagee as contemplated herein, including in particular, but without limiting the generality of the foregoing, the giving to the Landlord or Mortgagee as the case may be of a copy of any written notice to the Tenant of default.

19. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed as of the date first above written.

SIGNED FOR AND ON BEHALF of)
THE UNIVERSITY OF BRITISH)
COLUMBIA by:)
)
)
_____)
Authorized Signatory)
)
_____)
Authorized Signatory)

SIGNED FOR AND ON BEHALF of)
UBC PROPERTIES INVESTMENTS LTD.)
as Trustee for UBC Properties Trust by:)

_____)
Authorized Signatory)

_____)
Authorized Signatory)

SIGNED FOR AND ON BEHALF of)
<@> by:)

_____)
Authorized Signatory)

_____)
Authorized Signatory)

**Schedule "B" to the Lease (Section 16.7 With CMHC Insurance)
Form of Agreement With the Tenant's CMHC Insured Mortgagee
AGREEMENT AMONG THE LANDLORD,
THE TENANT AND THE TENANT'S MORTGAGEE**

This Agreement is made as of the <@> day of <@>, 20<@>

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a British Columbia university created pursuant to the *University Act*, with an address of 7th Floor, Walter C. Koerner Library, 1958 Main Mall, Vancouver, British Columbia, V6T 1Z2

(hereinafter called the "**Landlord**")

AND:

UBC PROPERTIES INVESTMENTS LTD., a British Columbia company having an office at 200 - 3313 Shrum Lane, Vancouver, British Columbia, V6S 0C8, as Trustee, for UBC Properties Trust

(hereinafter called the "**Tenant**")

AND:

<@>

(hereinafter called the "**Mortgagee**")

WHEREAS:

A. The Landlord leased to the Tenant the lands and premises (together the "**Premises**") described in and demised by the lease dated for reference purposes the 15th day of September, 2020 (the "**Lease**") on the terms and conditions contained in the Lease;

B. The Lease was registered in the Land Title Office under number <@> against the lands legally described in Schedule "A" attached to this Agreement.

C. By a mortgage dated for reference purposes the <@> day of <@>, 20<@> (the "**Mortgage**") from the Tenant as mortgagor to the Mortgagee, the Tenant did demise and sublease or assign by way of mortgage all of the Tenant's right, title and interest in and to the Premises (save and except the last month thereof);

D. The Mortgagee has insured the Mortgage with Canada Mortgage and Housing Corporation ("**CMHC**") pursuant to Certificate of Insurance No. <@> dated <@> – <@> – <@>, and the special conditions forming part thereof (the "**Certificate of Insurance**");

E. The Mortgagee is a "**Tenant's Mortgagee**" as defined in the Lease and desires to protect its interest and the security of the Mortgage, and to have the advantage of the

covenants between the Landlord and the Tenant with respect to protection of the Mortgagee's interest as contained in the Lease and in this Agreement;

F. The Landlord has agreed that if CMHC becomes the holder of the Mortgage or of the leasehold interest as a result of a claim being made by the Mortgagee under the Certificate of Insurance, that CMHC will be the holder of the leasehold interest as defined in the Lease and in such event CMHC will have the advantage of the covenants between the Landlord and the Tenant with respect to protection of the Mortgagee's interest as contained in the Lease and in this Agreement; and

G. The Landlord and the Tenant have agreed to enter into this Agreement for the purpose of providing adequate security for the Mortgagee and CMHC and to ensure that the Lease, as modified in this Agreement is in compliance with the requirements of CMHC.

NOW THEREFORE in consideration of the premises and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto hereby covenant and agree, each with the other, as follows:

1. The Tenant acknowledges and represents to the Mortgagee that the Tenant has entered or intends to enter into possession of the Premises pursuant to the terms of the Lease.
2. The Landlord and the Tenant warrant and represent to the Mortgagee that:
 - (a) all necessary consents or approvals to the granting of the Lease and the Mortgage required under applicable legislation have been obtained and any relevant reservations or limitations in such legislation or affecting the Premises have been complied with and observed and the Landlord has the full right and authority to grant the Lease of the Premises to the Tenant for the use as provided in the Lease;
 - (b) the Landlord has not directed the Tenant to take any remedial action pursuant to the Lease; and
 - (c) the Landlord has not asserted against the Tenant any claim for indemnification pursuant to the Lease.
3. The Tenant warrants and represents to the Landlord and the Mortgagee that all of the issued and outstanding shares in the capital of the Tenant are owned legally and beneficially by the Landlord.
4. The Landlord acknowledges, agrees and confirms to and with the Mortgagee that:
 - (a) the Mortgagee is an Approved Lender (as defined herein and in the Lease) who is a mortgagee of the interest of the Tenant under the Lease and is defined as such in the Lease;
 - (b) if CMHC becomes the holder of the Mortgage or of the Leasehold estate in the Lands, as a result of a claim being made by the Mortgagee under the Certificate of Insurance, CMHC will become a Tenant's Mortgagee as defined in the Lease and in such event all references in this Agreement or in the Lease, to Mortgagee

or Tenant's Mortgagee shall be read and construed as being references to CMHC;

- (c) the Mortgage will secure monies used by the Tenant for the Lands and the Premises and for the Lease or for the obligations of the Tenant arising therefrom;
- (d) the Lease is in good standing and has not been amended;
- (e) the Mortgagee shall be entitled to all of the rights, privileges and benefits accruing to a Tenant's Mortgagee as provided in Section 15.5 of the Lease and the whole of Article 16.0 (comprising Sections 16.1 to 16.13 inclusive thereof) of the Lease to the same extent as for any Tenant's Mortgagee thereunder and for greater certainty the Landlord agrees that if the Tenant defaults under the Mortgage, then the Tenant's Mortgagee may take possession of the Lands and Premises, both as defined in the Lease, collect the rents and otherwise administer the Lands and Premises in accordance with the terms of the Lease as and where modified and amended by this agreement;
- (f) a Non-Curable Default under the Lease shall include any of the events described in Section 18.2 of the Lease;
- (g) the Tenant's Mortgagee shall have no obligation or liability to cure any Non-Curable Default under the Lease in order to invoke, enforce or derive any benefits or advantages from any of the provisions of Section 16 of the Lease (comprising Sections 16.1 to 16.13 inclusive thereof);
- (h) the Minimum Rent, as defined in the Lease, has been fully prepaid by the Tenant to the Landlord for the entire Term, as defined in the Lease;
- (i) there are no rental arrears outstanding under the Lease;
- (j) the Landlord has not determined to act or given notice of its intention to act upon any default under the Lease, and to the best knowledge of the Landlord there has been no default under the Lease by either the Landlord or the Tenant;
- (k) any buildings and other improvements constructed on the Premises will become and remain the property of the Tenant during the term of the Lease;
- (l) for greater certainty the Service Levy, as defined in the Lease, means and annual charge levied by the Landlord against tenants with premises on the Campus for the provision of and use of certain services, sometimes provided by municipalities or other public authorities, and for the use of the Complementary Facilities both of which are provided by the Landlord to all tenants located on the Campus, in an amount equal to the Fair Market Value of the Lands and Premises as determined during the previous Lease Year, multiplied by the difference between the general mill rate of the City of Vancouver levied on properties put to similar uses as the Lands and Premises and the general mill rate imposed by the Surveyor of Taxes for unorganized territories on same class properties in each case, so that the total of the Taxes levied on the Lands and Premises by the Surveyor of Taxes and the amount of the Service Levy is approximately what the Taxes would have been if the Lands and Premises had been located in the City of Vancouver; and

- (m) Sales Taxes, as defined in the Lease, during the period of any foreclosure action, would be limited to goods and services taxes and/or harmonized sales taxes, if and when the latter are levied in the Province of British Columbia, or any similar tax which is brought in, either in addition to such taxes or in replacement of such taxes.
- 5. The Landlord acknowledges receipt of notice of the Mortgage and a copy of the Mortgage from the Mortgagee and of written notice specifying an address for notices to be given to the Mortgagee, such address being the address of the Mortgagee as shown on the first page hereof, all in accordance with Article 16.0 and Section 14.3 of the Lease and the Landlord hereby covenants and agrees to grant and provide to the Mortgagee all rights, assurances and notices afforded under the terms of the Lease to a Tenant's Mortgagee as defined in the Lease.
- 6. The Landlord and the Tenant will at any time and from time to time, upon not less than 30 days' prior written request by the Mortgagee, execute, acknowledge and deliver to the Mortgagee a statement in writing certifying:
 - (a) that the Lease is unmodified and in full force and effect or, if there have been any modifications, that the same are in full force and effect as modified and identifying the modifications;
 - (b) the dates to which the rent or other charges payable under the Lease have been paid, provided that the request specifies the charges in respect of which such information is required; and
 - (c) so far as the maker of the statement is aware, the other party to the Lease is not in default under any provision of the Lease, or, if in default, the particulars thereof.
- 7. The Tenant and the Landlord covenant and agree with the Mortgagee that:
 - (a) the Landlord will not accept a surrender of the Lease, in whole or in part, without the prior written consent of the Mortgagee; and
 - (b) they will not agree to any modification or amendment to the Lease.
- 8. Neither the Mortgagee nor any receiver or receiver-manager appointed thereby nor any assignee, transferee or purchaser of the Lease pursuant to enforcement proceedings initiated by the Mortgagee shall, unless it elects to do so, be subject to or bound by any other agreements between the Landlord and the Tenant.
- 9. If the Landlord and the Tenant cannot agree as to any matters regarding the Lease and they decide that the resolution of the matter is to be determined by arbitration pursuant to the arbitration provisions of the Lease, or other dispute resolution process, the Mortgagee shall be given adequate notice of such arbitration proceeding or other process and if the Mortgagee considers that such proceeding or other process may affect the Mortgage or the Mortgagee's security, the Mortgagee shall be given a reasonable opportunity by the Tenant and the Landlord to participate in the arbitration proceedings.
- 10. If the Mortgagee shall have cured any default in the payment of rent or any other amount required to be paid by the Tenant under the Lease and shall continue to pay currently such monetary obligations as and when the same fall due, or if the Mortgagee is prohibited by any process or injunction issued by any court having jurisdiction over any proceeding involving

the Tenant, from commencing or prosecuting foreclosure or other appropriate proceeding or from obtaining possession of the Premises, then the time for commencing or prosecuting such foreclosure or other proceedings or for curing defaults (other than payment of rent or any other amount required to be paid by the Tenant under the Lease) shall be extended for the period of such prohibition or injunction. The Landlord, the Tenant and the Mortgagee agree each with the other that, provided the Mortgagee, a subsequent purchaser or assignee have cured all defaults under this Lease, except for Non-Curable Defaults, pursuant to Section 16.1 of the Lease), any sale or assignment of the Tenant's leasehold interest in the Land and Premises and the Lease, by such Mortgagee, subsequent purchaser or assignee, may be made to any purchaser or assignee without restriction, prohibition, or consent notwithstanding anything to the contrary contained in the Lease and specifically contained in Article 1.0 Definitions, Article 6.0 Use of Land and Premises, Article 15.0 Assignment, Subletting and Mortgaging, and Article 16.0 Rights of Tenant's Mortgagees, specifically Sections 16.4 and 16.6 thereof, all as amended by this Agreement, so long as such Mortgagee, subsequent purchaser or assignee first attorns as tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of the Tenant under the Lease, as modified herein.

11. The Landlord has filed a notice of interest in the land title office pursuant to paragraph 3(b) of the *Builders Lien Act* stating that the Landlord is giving notice that it will not be responsible for any improvements done to the Lands or improvements thereon, unless the improvements are undertaken at the express request of the Landlord.

12. If the Lease is terminated, surrendered, disclaimed or forfeited and as a result the Tenant ceases to have any leasehold interest in the Premises, all covenants and obligations of the Tenant hereunder shall be assumed by the Landlord without any further act or agreement of the parties.

13. The Mortgagee agrees that if it gives any written notice of default to the Tenant under the Mortgage, it will concurrently therewith give a copy of such notice to the Landlord at the address specified on page 1 of this Agreement and the Landlord shall have the right to cure such default.

14. The Mortgagee covenants and agrees that if the Tenant defaults under the Lease and the Mortgagee demands payment of the full principal sum owing under or secured by the Mortgage and commences foreclosure or other realization proceedings under the Mortgage, the Landlord shall have the right for a period of 60 days following receipt of a notice in writing from the Mortgagee with respect thereto, to require the Mortgagee to assign the Mortgage to the Landlord (or to another entity nominated by the Landlord in which the Landlord has an interest) upon payment to the Mortgagee of the principal sum, accrued interest, costs and any other moneys secured by or to which the Mortgagee is otherwise entitled, under or pursuant to the Mortgage (including without limitation, any yield maintenance fee or similar amount). If the Landlord has not exercised such right within the time limited therefor, then the Mortgagee may exercise its right to sell or assign the Tenant's leasehold interest set out in section 10 of this Agreement upon compliance with the other requirements of such section 10.

15. INTENTIONALLY DELETED.

16. It is understood and agreed that the Mortgagee may wish to self-insure the Tenant's obligations under Article 14.0 of the Lease, if it becomes the holder of the leasehold interest pursuant to the terms of this Agreement and the Lease. In such event, prior to cancelling the insurance coverage then in force, if any, the Mortgagee shall provide to the Landlord full details of the self-insurance plan which shall have the characteristics set out in

Article 14.0 of the Lease and upon the Mortgagee receiving the Landlord's written consent (which may have reasonable conditions attached) to the self-insurance plan, such consent not to be unreasonably withheld or delayed, the Mortgagee may cancel the insurance coverage then in force, if any.

17. Notwithstanding Sections 16.1 and 16.8 of the Lease and any sections in the Lease that set deadlines for curing those defaults that are not Non-Curable Defaults, it is understood and agreed that the Mortgagee shall have in every case, 60 days, or such longer time as is permitted by the section in question from receipt of a notice of such default within in which to cure the default.

18. The Tenant agrees to pay the costs of the Landlord incurred in connection with this Agreement.

19. The Definitions to the Lease are hereby amended as follows for purposes of this Agreement:

Section 1.1(pp) "Tenant's Mortgagee" is amended by deleting it entirely and replacing it with the following:

"Tenant's Mortgagee" means an Approved Lender insured by CMHC who is a mortgagee of the interest of the Tenant under this Lease;"

20. "The following Articles of the Lease are hereby amended as follows for purposes of this Agreement:

(a) Article 5.0 - Construction of Improvements

Section 5.3 - Liens is amended by deleting it entirely and replacing it with the following:

"The Tenant covenants that during the currency of this Lease it shall neither do nor fail to do, any act which may result in any builders' lien or any other statutory lien being registered against the Lands of the Landlord, and if any such lien should be registered against the Lands of the Landlord as a result of any act or failure to act on the part of the Tenant, the Tenant hereby agrees to indemnify and hold harmless the Landlord with respect to such lien, and to take all necessary steps to remove such lien from title to the Campus and or the Lands and Premises forthwith upon notice by the Landlord. In the event that the Tenant fails to take such necessary action within two weeks of receipt of notice from the Landlord, the Landlord may take all necessary action to remove the same in the name of the Tenant and the Tenant agrees to indemnify the Landlord for any and all costs, charges or expenses with respect to the same including reasonable solicitors fees and to pay to the Landlord such costs, charges and expenses within 10 days of notice from the Landlord of the same or the Tenant shall be in default as defined in subsection 18.1(a) herein. Notwithstanding anything to the contrary above, the

Landlord agrees that so long as the Tenant is taking all necessary action to contest the lien and the Tenant has posted reasonable security for costs and for the lien as approved by the Landlord and as may be required by a court of law or statute, the Landlord will not pursue its rights to remove the lien as provided herein."

(b) Article 7.0 - Conduct of Tenant in Occupation

Section 7.10 - Abandonment of Purpose is amended by deleting it entirely and replacing it with the following:

"Notwithstanding anything herein contained should the Tenant operate on the Lands and Premises in a manner so as to place the Tenant in default with the provisions of Article 7.0 hereof then, at the option of the Landlord and subject to the prior written agreement of the Tenant's Mortgagee and CMHC, this Lease may be terminated pursuant to the provision set forth in Article 18.0."

(c) Article 11.0 - Repairs and Maintenance

Subsection 11.1(e) Repairs to Conform to Codes is amended by deleting it entirely and replacing it with the following:

"All repairs, replacements maintenance or construction undertaken by the Tenant shall be done in accordance with the Development Guidelines, the Land Use Rules, UBC's Rules and Regulations and all applicable laws, codes, rules and regulations and in a good and workmanlike manner, normal wear and tear excepted."

(d) Article 12.0 - Damage or Destruction

(i) Section 12.2 - Termination is amended by deleting the first three lines and replacing them with the following:

"The Landlord or the Tenant by written notice to the other given within 120 days of the occurrence of damage to the Lands and Premises or the Campus may, subject to the written consent of the Tenant's Mortgagee, terminate this Lease."

(ii) Section 12.3 - Reconstruction is amended by deleting it entirely and replacing it with the following:

"If this Lease is not terminated pursuant to Section 12.2, provided that the damage was caused by a hazard against which the Tenant was required to insure in accordance with the terms of this Lease and such insurance proceeds would be sufficient for rebuilding, and provided that all necessary access, egress and the supply of such services

have been provided to the Lands and Premises, or shall be prior to the completion of such rebuilding, as may be reasonably necessary to permit the Tenant and its Subtenants to occupy and use the Lands and Premises in accordance with the terms of this Lease, then the Tenant covenants to commence the reconstruction of the Premises at its sole cost within two years of the date of destruction upon plans to be approved by the Landlord as aforesaid, and to complete such reconstruction and rebuilding with all due dispatch. If the Tenant is not required to reconstruct the Premises and elects not to do so, then the Tenant, subject to the written consent of the Tenant's Mortgagee, by notice to the Landlord to that effect, may terminate this Lease; provided however, if the Tenant has not made such election and so terminated this Lease within 12 months of the occurrence of damage to the Lands and Premises, then the Landlord may terminate this Lease by notice to the Tenant to that effect, subject to the written consent of the Tenant's Mortgagee. If the Tenant decides to reconstruct the Premises even though it is not required to do so pursuant to this Section 12.3, then the Tenant shall give notice to the Landlord that it will reconstruct the Premises in accordance with the terms of this Lease, subject to any delays due to lack of access, egress, or supply of services to the Lands and Premises. Notwithstanding anything to the contrary (including without limitation Section 14.3, subsection 15.1(a)) and the foregoing provisions of this Section 12.3, if at any time the Premises are damaged or destroyed to the extent of 25% or more of their full insurable value, then the Tenant's Mortgagee may, within 60 days of its receipt of notice from the insurer or its agent that the Premises have been damaged or destroyed to the extent of 25% or more of their full insurable value and of the amount of insurance proceeds available if the Premises are not repaired, rebuilt or restored, elect to require that the insurance proceeds not be applied toward the repair or rebuilding or restoration of the Premises, and in the event of such an election the insurance proceeds shall be applied, in priority, as follows:

- (a) first, towards payment of all moneys owing on the Tenant's Mortgagee's mortgage (including without limitation, any yield maintenance fee or similar amount);*
- (b) second, but only if and to the extent required by the Landlord or the Tenant,*

toward clearing and restoring the Lands as nearly as possible to their condition prior to the commencement of construction;

- (c) third, towards payment of all moneys payable to the Landlord under this Lease; and*
- (d) fourth, in payment to the Landlord and the Tenant in accordance with their interests therein,*

and the Tenant shall not be obligated to repair or rebuild or restore"

(e) Article 15.0 - Assignment, Subletting and Mortgaging

- (i) Section 15.1 - Assignment is amended by deleting it entirely and replacing it with the following:

"(a) The Tenant shall not sell, assign or transfer or part with possession of this Lease or any portion of the Term or the Lands and Premises or any interest therein without the written consent of the Landlord, such consent not to be unreasonably withheld, (provided always the Tenant's Mortgagee, a subsequent purchaser or assignee having cured all defaults under this Lease, except for Non-Curable Defaults, pursuant to Section 16.1 of this Lease, may sell, assign or sublet without restriction, prohibition or consent) provided however the Tenant may grant Subleases pursuant to Sections 15.2, 15.3 and 15.4 and the Tenant may mortgage this Lease by sublease or assignment pursuant to Section 15.5, as amended by this Agreement.

(b) Neither this Lease nor any Sublease nor the leasehold estate of the Tenant or any Subtenant in the Land and Premises or any portion of the Lands and Premises shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever (except as expressly contemplated in Article 16.0), and any such attempted or purported involuntary assignment, transfer or sale shall be ineffective as against the Landlord."

- (ii) Section 15.5 - Tenant May Mortgage is amended by deleting it entirely and replacing it with the following:

"The Tenant may assign or sublet by way of mortgage its interest in this Lease to an Approved Lender insured by CMHC without the consent of the Landlord but may not mortgage such interest to any person other than an Approved Lender insured by CMHC without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. The Tenant shall advise the Landlord of the Tenant's intention to raise funds and secure the same by a mortgage of its interest in this Lease from time to time, as soon as possible after the Tenant determines to do so, and shall endeavour to give the Landlord 90 days' notice of such new financing prior to granting a mortgage of the Tenant's interest in this Lease."

- (f) Article 16.0 - Rights of Tenant's Mortgagees

Section 16.4 - Attornment is amended by deleting it entirely and replacing it with the following:

"If and when the Tenant's Mortgagee acquires the leasehold interest of the Tenant pursuant to the Proceedings, then the Tenant's Mortgagee may continue in possession as Tenant for the balance of the term of this Lease then remaining, provided that the Tenant's Mortgagee first attorns as Tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of the Tenant under this Lease until the earlier of:

- (a) the expiration of the term of this Lease; or*
- (b) the date on which the Tenant's Mortgagee assigns this Lease."*

- (g) Article 18.0 - Default, Termination and Expiry

- (i) Subsection 18.1(a) - Default is amended by deleting it entirely and replacing it with the following:

"If the Tenant:

- (a) fails or neglects to make any payment due to the Landlord, in accordance with the terms of this Lease, within 60 days after the Landlord gives the Tenant written notice that the payment is overdue; or"*

- (ii) Subsection 18.2 - Bankruptcy and Other Circumstances is amended by adding the words "and Section 20.1" after the words "subject to Article 16.0" in the full paragraph that follows Subsection 18.2(f).

(h) Article 20.0 - General Terms and Conditions

Section 20.1 Rules and Regulations is amended by adding the following sentence at the end thereof:

"It is understood and agreed that notwithstanding anything set out in this Lease to the contrary, this Lease may not be terminated as against the Tenant's Mortgagee for failure to comply with any of UBC's Rules and Regulations or the Landlord's building-specific rules and regulations that are, in either case, landlord-like in character (being rules and regulations of a type that a landlord might make under a lease) and not municipal-like in character (being rules, policies, bylaws and regulations of a type that a local government might make as such and not as landlord)."

(i) Article 25.0 - Miscellaneous:

Section 25.7 is amended by adding the following sentence at the end thereof:

"The Tenant's Mortgagee shall be given adequate notice of any arbitration under this Lease or other dispute resolution process and if the Tenant's Mortgagee considers that such proceeding or other process may affect the Tenant's Mortgagee's security, the Tenant's Mortgagee shall be given a reasonable opportunity by the Tenant and the Landlord to participate in such proceeding or process."

21. It is understood and agreed that in the event of a sale or assignment of the Tenant's leasehold interest by the Mortgagee pursuant to this Agreement, the Lease shall be deemed to have been modified as between the Landlord and the assignee as is set out in this Agreement.

22. This Agreement shall be deemed to terminate at such time as the Mortgage has been paid in full in accordance with the terms and conditions therein contained and, if the Mortgage has been registered, is discharged from the title to the Lands and Premises.

23. The Tenant hereby acknowledges and agrees that nothing contained in this Agreement shall in any way release or limit the covenants and obligations of the Tenant under the Mortgage or the Lease which shall continue as set out in the Lease without the benefit of the modifications set out in this Agreement. Upon termination of this Agreement and the discharge of the Mortgage pursuant to Section 22 of this Agreement, the Lease shall continue in full force and effect without any of the modifications set out in this Agreement.

24. The Tenant expressly consents to the exchange of notices or information between the Landlord and the Mortgagee as contemplated herein, including in particular, but without limiting the generality of the foregoing, the giving to the Landlord or Mortgagee as the case may be of a copy of any written notice to the Tenant of default.

25. The parties shall execute and deliver such further documents and instruments and do such further acts and things as may be required by the Mortgagee in order to register this Agreement as a modification of the Lease.

26. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed as of the date first above written.

SIGNED FOR AND ON BEHALF of)
THE UNIVERSITY OF BRITISH)
COLUMBIA by:)

_____)
Authorized Signatory)

_____)
Authorized Signatory)

SIGNED FOR AND ON BEHALF of)
UBC PROPERTIES INVESTMENTS LTD.)
as Trustee for UBC Properties Trust by:)

_____)
Authorized Signatory)

_____)
Authorized Signatory)

SIGNED FOR AND ON BEHALF of)
<@> by:)

_____)
Authorized Signatory)

_____)
Authorized Signatory)

Schedule "A"
to the Form of Tripartite With CMHC Insurance
(Paragraph 16.7 of the Lease)
Legal Description of the Lands

PID: 029-436-796
LOT 11 DISTRICT LOT 6494 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN EPP29484 Except Part in Air Space Plan EPP102569

END OF DOCUMENT



Report Date: March 22, 2021
Meeting Date: April 20, 2021
From: Sundance Topham, Chief Administrative Officer
Subject: UNA Administrative Office Lease Renewal

Background

The UNA Administrative Office lease is up for renewal. Staff are recommending that the UNA renew the lease for a period of one year – which will allow the organization to complete the office space needs assessment scheduled for the current fiscal year.

Decision Requested

THAT the Board approve the attached Lease Extension Agreement for the UNA Administrative Office and authorize the Chair to execute the agreement.

Discussion

The lease for the UNA Administrative Office located at 202-5923 Berton Avenue expires on May 31, 2021. The UNA has been in this current location since 2018. The UNA used to occupy the adjacent office location at 201-5923 Berton Avenue; however, as a cost saving move recommended by the 2016 Joint Financial Task Force (JFTF), the UNA switched locations with Village Gate Homes and downsized from an area of 2859 square feet, to the current location, with an area of 1661 square feet.

While the move to the smaller office location was done as a cost-cutting measure, a proper office space needs assessment for the organization was not undertaken as part of the process. It is the observation of staff that the current location is undersized to meet the needs of the organization, and with that in mind the UNA is going to undertake an office space needs assessment to review our space requirements.

Rather than entering into a long-term agreement when there may be changes required, staff is recommending that the UNA enter into a one-year renewal, with an option for a second year. UBC Properties Trust (UBCPT), the landlord, has agreed to renew the current lease under the same rate as the current agreement (\$25.00 per square foot (psf) plus Common Area Maintenance of \$11.50 psf, plus service levy of \$2.21 psf, plus GST). The UNA currently pays a total of \$5626.01.

The attached lease and extension use the standard UBCPT office lease template.



Financial Implications

The UNA currently pays a total of \$5626.01 per month. This total is arrived at as follows:

Base Rent	\$3460.42
Common Area Maintenance (CAM)	\$1591.79
Property Tax	\$305.90
GST	\$267.91
Total:	\$5626.01

The Base Rent has stayed the same since the original lease was signed in 2018, and the Common Area/Property Tax total has increased slightly from \$1793.88 in 2018 to the current combined total of \$1897.69.

The CAM cost is estimated annually and passed to the tenant in March. Within 180 days after the end of each Lease Year the Landlord provides CAM reconciliation statement to the Tenant showing real CAM expenses for the past year.

The funds for the current office location are fully accounted for within the approved UNA 2021-22 Budget.

Operational Implications

None

Strategic Objective

None

Attachments

1. Schedule A – Lease Extension Agreement for the UNA Administrative Office
2. Schedule B – Wesbrook Village Sublease Office Form lease for the UNA Administrative Office - 2018-2021

Concurrence

1. Athena Koon, Finance Manager
2. Wegland Sit, Operations Manager



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

**UNA BOARD MEETING
OPEN SESSION**

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', written in a cursive style.

Sundance Topham
Chief Administrative Officer

LEASE EXTENSION AGREEMENT

THIS AGREEMENT is made as of the 5th day of April, 2021.

BETWEEN:

UBC PROPERTIES INVESTMENTS LTD., (Incorporation No. BC0578584), a British Columbia company having an office at Suite 201, 5923 Berton Avenue, Vancouver, British Columbia, V6S 0B3, as Trustee, for UBC Properties Trust

(the "**Landlord**")

AND:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION
(Incorporation No. S0044722), a British Columbia Society having an office at Suite 202, 5923 Berton Avenue, Vancouver, British Columbia, V6S 0B3

(the "**Tenant**")

WHEREAS:

A. By a sublease dated January 21, 2018 (the "**Lease**"), the Landlord did sublease to the Tenant certain premises (the "**Premises**") consisting of a of approximately 1,661 rentable square feet and described as Unit #202 of the Building located at 5923 Berton Avenue, Vancouver, British Columbia, all as more particularly described in the Lease for a term expiring on May 31, 2021 (the "**Term**").

B. The Landlord and the Tenant have agreed to extend the Term and further modify the terms of the Lease on the terms and conditions set out herein.

NOW THEREFORE:

In consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. The Term of the Lease is hereby extended for a period of One (1) year commencing on June 1, 2021 and expiring on May 31, 2022 (the "**First Extension Term**").

2. The Tenant shall pay to the Landlord the following Minimum Rental in accordance with the Lease and without demand, deduction or right of offset, in advance, in equal monthly instalments on the first day of each month during the First Extension Term:

Period	Annual Minimum Rental	Monthly Minimum Rental	Minimum Rental per annum per square foot of the Area of the Premises
June 1, 2021 to May 31, 2022	\$41,525.00	\$3,460.42	\$25.00

3. The Tenant is continuing occupation of the Premises in its "as is" condition and the Landlord is not required to perform any work to the Premises. The Tenant confirms that all Landlord's Work has been completed in accordance with the terms of the Lease.

4. Effective as of the date hereof, the Lease is amended as follows:

(a) The Tenant's address in subsection (b) in the Summary of Basic Lease Provisions is deleted and replaced with "Suite 202, 5923 Berton Avenue, Vancouver, British Columbia, V6S 0B3".

(b) The definition of "Premises" in Subsection 2.1(II) of the Lease is deleted and replaced with the following:

"Premises" means that portion of the Building shown on Schedule D, measured in accordance with the definition of "Area of the Premises" in this Lease. The Landlord may make minor variations in the form or siting of the Premises and such minor variations shall not render this Lease void or voidable;"

(a) Section 10.1 of the Lease is amended by deleting "**Error! Reference source not found**" and replacing it with "10.1".

5. Provided that the Tenant duly, punctually and in accordance with the provisions of the Lease, as amended herein, pays Rental and performs each and every one of the covenants, provisos and agreements in the Lease, as amended herein, contained on the part of the Tenant to be paid and performed, the Landlord will grant to the Tenant an option to extend the Term, as extended herein, for a period of One (1) year (the "**Second Extension Term**"). This option of extension must be exercised by the Tenant by giving written notice to the Landlord not less than six (6) months prior to the end of the Second Extension Term, and not more than twelve (12) months prior to the end of the Second Extension Term, electing to extend the Term, as extended herein, for the Second Extension Term on the same terms and conditions set forth in the Lease, as amended herein, save and except this option of extension, the Landlord's Work, the fixturing period (if any), rent free periods (if any), and any other tenant inducements (if any), and the Minimum Rental. The Minimum Rental for the Second Extension Term shall be negotiated and agreed upon between the Landlord and the Tenant based on the prevailing fair market Minimum Rental as at the commencement of the Second Extension Term for similarly improved premises of similar size, quality, use and location in buildings similar to the Building; notwithstanding the

above, the Minimum Rental for the Second Extension Term shall not be less than the Minimum Rental for the last year of the First Extension Term. If the Landlord and the Tenant are unable to agree on the Minimum Rental for the Second Extension Term prior to the date that is three (3) months prior to the commencement of the Second Extension Term, the matter shall be determined by a single arbitrator pursuant to the provisions of the *Arbitration Act* and in accordance with the foregoing with all cost related to said arbitration split equally between the Landlord and Tenant. If the Tenant fails to exercise the option of extension within the prescribed time period referred to above, such option of extension will be null and void and the Tenant will have no further option of extension in respect of the Lease as amended herein.

6. The Tenant represents and warrants to the Landlord that, save and except as specifically set out herein, all improvement allowances and other inducements provided for in the Lease have been paid and provided and no further inducements are due to the Tenant under the Lease, as amended herein.

7. This Agreement will be read and construed together with the Lease, and the Lease, as modified hereby, will continue in full force and effect for the remainder of the Term of the Lease as extended hereby and in accordance with the terms hereof, save and except the right of further renewal or extension, Landlord's Work (if any), improvement allowances (if any), rent free period(s) (if any) and any other inducements shall not apply to the First Extension Term unless specifically set out herein. The Landlord and the Tenant acknowledge and agree to perform and observe, respectively, the obligations of the Landlord and the Tenant under the Lease as modified hereby. The Landlord and the Tenant hereby confirm and ratify the terms and conditions contained in the Lease, as modified hereby. In the event of a conflict or discrepancy between the terms of the Lease and this Agreement, this Agreement will govern.

8. The Tenant agrees, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by the Landlord, as may be necessary or desirable to complete the extension contemplated by this Agreement and to carry out its provisions and intention.

9. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

10. Any capitalized term used in this Agreement which is not defined herein but which is defined in the Lease will have the meaning ascribed to that term in the Lease.

11. This Agreement may be executed by the parties in any number of counterparts, each of which when executed and delivered is deemed to be an original, but all of which when taken together will constitute one and the same instrument. This Agreement may be executed by the parties hereto and delivered by fax or other electronic means and if so executed and delivered this Agreement will be for all purposes as effective as if the parties had executed and delivered an originally signed Agreement.

IN WITNESS WHEREOF the Landlord and the Tenant have executed this Agreement as of the day and year first above written.

UBC PROPERTIES INVESTMENTS LTD.,)
as Trustee for UBC PROPERTIES TRUST)
By its authorized signatory(ies):)
)
)
)
_____)
Authorized Signatory)
)
_____)
Authorized Signatory)

UNIVERSITY NEIGHBOURHOODS)
ASSOCIATION)
By its authorized signatory(ies):)
)
)
)
_____)
Authorized Signatory)
)
_____)
Authorized Signatory)

This is the execution page of the Lease Extension Agreement between UBC PROPERTIES INVESTMENTS LTD., as Landlord and UNIVERSITY NEIGHBOURHOODS ASSOCIATION, as Tenant, dated for reference the 5th day of April, 2021.

WESBROOK VILLAGE SUBLEASE

OFFICE FORM

THIS LEASE is dated for reference January 21, 2018

BETWEEN:

UBC PROPERTIES INVESTMENTS LTD., (Incorporation No. BC0578584), a British Columbia company having an office at 200-3313 Shrum Lane, Vancouver, British Columbia, V6S 0C8, as Trustee, for UBC Properties Trust

(the "**Landlord**")

AND:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION
(Incorporation No. S0044722) a society duly incorporated under the laws of the Province of British Columbia and having an office at 6308 Thunderbird Boulevard, Vancouver, BC V6T 1Z4

(the "**Tenant**")

WHEREAS the parties acknowledge that this Lease is or will be a sublease and that the Landlord under this Lease is or will be a tenant under the Head Lease as defined below. The Landlord covenants and agrees with the Tenant that this Lease is effective and the Landlord will comply with the covenants of the tenant under the Head Lease. Wherever necessary to give clearer effect to this Lease, the defined terms herein shall be deemed to be modified to reflect the nature of this Lease as a sublease of the Head Lease.

In consideration of the mutual promises in this Lease, the Landlord and the Tenant covenant and agree as follows:

SUMMARY OF BASIC LEASE PROVISIONS

There follows a summary of certain basic provisions of the Lease, which are referred to in subsequent provisions of this Lease. If there is any conflict between the contents of this summary and the remaining provisions of this Lease, the remaining provisions shall govern.

(a) Name and Address of Landlord's Agent

Wesbrook Properties
Attn: Director, Property Management
#201 - 5923 Berton Avenue
Vancouver, BC
V6S 0B3

Fax: 604-569-0954
Phone: 778-945-5108

(b) Name and Address of Tenant

University Neighbourhoods Association
6308 Thunderbird Boulevard,
Vancouver, BC,
V6S 0B5

Fax No.: 604-827-5375

Phone: 604-827-5317


(c) Name and Address of Indemnifier

N/A

(d) Tenant's Business or Trade Name

University Neighbourhoods Association

(e) Permitted Use of Premises

The Permitted Use of the Premises shall be limited to general office use and the Tenant shall comply with the rules of the Municipal Authority Having Jurisdiction in place from time to time. ~~The Tenant's hours of operation shall be seven days a week from 08:00 hours to 23:00 hours or such other hours as determined by the Landlord and Tenant, acting reasonably.~~ 

(f) Minimum Rental*

Period	Annual Minimum Rental	Monthly Minimum Rental	Minimum Rental per annum per square foot of the Area of the Premises
Entire Term	\$41,525.00	\$3,460.42	\$25.00

* All amounts listed in this subsection (f) are subject to Sales Taxes as described in Section 12.5.

(g) Commencement Date of Rental Payment

Additional Rental: Same as Commencement Date of Term.

Minimum Rental: Same as Commencement Date of Term.

(h) Term: Commencing on the Commencement Date of Term and expiring on May 31, 2021.

- (i) The Commencement Date of Term means January 22, 2018.
- (j) Area of the Premises: 1,661 rentable square feet, subject to adjustment. See Section 5.9.
- (k) Address of the Premises: Unit #202, 5923 Berton Avenue, Vancouver, BC, V6S 0B3.
- (l) Address: The parties agree that this Lease is being entered into to give effect to an office swap between Village Gate Homes and the Tenant. As of the date of this Lease, (A) Village Gate Homes is the tenant of the Premises and the Premises are designated as Unit 201; and (B) the Tenant is the tenant of premises adjacent to the Premises (the "Adjacent Premises") and the Adjacent Premises are designated as Unit 202. For administrative ease, upon the parties switching offices, the Premises shall be designated as Unit 202 and the Adjacent Premises shall be designated as Unit 201. For greater certainty, notwithstanding the Tenant moving from the Adjacent Premises to the Premises, the designation of its premises from time to time shall remain the same, namely, Unit 202.
- (m) Deposits
Rental Deposit: Nil.
Security Deposit: Nil.
- (n) Fixturing Period: N/A.
- (o) Special Provisions: N/A.

TABLE OF CONTENTS

1.	SCHEDULES	7
2.	DEFINITIONS.....	7
2.1	Definitions.....	7
3.	CONSTRUCTION AND FIXTURING OF PREMISES	16
3.1	Landlord's Work and Tenant's Work	16
3.2	Completion of Landlord's Work	16
3.3	Completion of Premises.....	17
3.4	Acceptance of Premises	17
3.5	Tenant's Work	17
3.6	Tenant's Fixtures	18
3.7	Installation and Operation of Signs	18
3.8	As Is/Where Is	19
3.9	Services Provided By Landlord	19
4.	DEMISE AND TERM.....	20
4.1	Demise and Term	20
4.2	Early Occupancy	20
5.	RENTAL.....	20
5.1	Tenant to Pay Rental	20
5.2	Tenant's Portion	21
5.3	Procedure For Payment of Rental.....	21
5.4	Reporting of Costs	23
5.5	Rental For Irregular Periods.....	24
5.6	Place of Payment	24
5.7	Rental Deposit.....	24
5.8	Security Deposit	24
5.9	Re-Survey Or Re-Measurement of Premises.....	24
6.	CONDUCT OF BUSINESS.....	25
6.1	Use and Operation of Premises	25
6.2	Specific Performance.....	27
7.	REPAIRS	28
7.1	Tenant Repair Covenants	28
7.2	Landlord's Repair Covenants.....	29
7.3	Damage Or Destruction	30
8.	COMMON AREAS.....	32
8.1	Use and Control of Common Areas	32
9.	PROMOTION OF THE SHOPPING CENTRE	33
10.	INSURANCE	34
10.1	Tenant to Insure	34
10.2	Workers' Compensation	35
10.3	No Insurable Interest in Landlord's Insurance	35
10.4	Landlord to Insure.....	35
11.	TENANT ALTERATIONS	35
11.1	Painting and Decorations.....	35
11.2	Landlord's Property	36
11.3	Prohibitions.....	36
11.4	No Charges	36
12.	PUBLIC UTILITIES, TAXES AND SERVICES LEVY	37
12.1	Public Utilities, Business Tax, and Machinery	37
12.2	Payment of Taxes and Services Levy.....	37

12.3	Allocation of Municipal Taxes and Services Levy	37
12.4	Services Levy	38
12.5	Value Added Tax	39
13.	EXCLUSION OF LIABILITY AND INDEMNITY	39
13.1	Exclusion of Liability	39
13.2	Indemnification	40
14.	LANDLORD'S RIGHTS AND REMEDIES	40
14.1	Default	40
14.2	Bankruptcy	41
14.3	Payment of Landlord's Expenses	41
14.4	Right of Landlord to Re-Let	41
14.5	Right of Landlord to Perform Tenant's Covenants	42
14.6	Interest	42
14.7	Right of Landlord to Seize	42
14.8	Non-Waiver	43
14.9	Bankruptcy and Insolvency Act	43
14.10	Remedies Cumulative	43
15.	MORTGAGES AND ASSIGNMENTS BY LANDLORD	43
15.1	Sale or Financing of Shopping Centre	43
15.2	Subordination	43
15.3	Estoppel Certificate	44
15.4	Assignment By Landlord	44
15.5	Re-Survey	45
16.	OVERHOLDING TENANT	45
16.1	Overholding Tenant	45
17.	QUIET ENJOYMENT	45
17.1	Quiet Enjoyment	45
18.	LEGAL RELATIONSHIP	46
18.1	No Partnership	46
18.2	Several Tenants	46
18.3	Successors and Assigns	46
19.	NOTICE	46
20.	GENERAL CONDITIONS	46
20.1	Garbage, Debris	46
20.2	Environmental Matters	47
20.3	Compliance With Laws	47
20.4	Rules and Regulations	47
20.5	Apportionment of Rent	48
20.6	Relocation of Premises	48
20.7	Energy Conservation	48
21.	TENANT TRANSFERS	49
21.1	Tenant Transfer	49
21.2	Minimum Rental to Increase	49
21.3	Change of Control of Tenant	49
21.4	No Release	49
21.5	Excess Rental	49
21.6	Operation of Law	50
21.7	No Waiver	50
21.8	Consent Extinguished	50
22.	EXPROPRIATION	50
22.1	Expropriation	50

23.	LANDLORD'S LIABILITY.....	50
23.1	Landlord's Liability	50
24.	MISCELLANEOUS	50
24.1	No Offer	50
24.2	Management of Shopping Centre	51
24.3	Showing Premises	51
24.4	Time of the Essence	51
24.5	Captions	51
24.6	Governing Law	51
24.7	Covenants	51
24.8	Survival of Covenants	51
24.9	Severability	51
24.10	Entire Agreement.....	51
24.11	Net Lease	52
24.12	Registration of Tenant	52
24.13	Registration of Lease.....	52
24.14	Investment Canada Act	53
24.15	Power and Authority to Enter Into Lease.....	53
24.16	Obligation to Act Reasonably.....	53
25.	LABOUR DISPUTES	53
25.1	Labour Obligations	53

1. SCHEDULES

The schedules to this Lease are:

Schedule A—Description of Landlord's Work and Tenant's Work

Schedule B—Procedure for Tenant's Work and Landlord's Work

Schedule C—Intentionally Deleted.

Schedule D—Plan of Premises

Schedule E—Legal Description of Property

Schedule E-1—Legal Description of Shopping Centre

Schedule F—Rules and Regulations

Schedule G—Plan of Shopping Centre

2. DEFINITIONS

2.1 Definitions

In this Lease the following terms shall have the following meanings:

- (a) **"Additional Rental"** means the moneys payable under Article 5 of this Lease together with all other sums of money, whether or not designated as Additional Rental, to be paid by the Tenant whether to the Landlord or otherwise under this Lease, save and except Minimum Rental, and any other sums of money payable hereunder;
- (b) **"Anchor Tenants"** mean the tenants occupying the space situated on the Property or Shopping Centre and designated as ANCHOR TENANTS shown on Schedule G to this Lease and any other tenants designated as such by the Landlord at present or in future;
- (c) **"Architect"** means the architect for the Shopping Centre or the Property from time to time named by the Landlord. Any Architect's certificate provided for in this Lease shall bind the parties;
- (d) **"Area of the Premises"** means the area of the Premises specified in subsection (g)(i) of the Summary of Basic Lease Provisions, which area shall be measured from the exterior of all exterior walls enclosing the Premises, (whether such walls face the Common Areas or not), doors, and windows adjoining Common Areas and from the centre line of walls separating the Premises from other leaseable premises. Where a storefront, entrance, or rear exit is recessed from the demising line, the area of such recess shall, for all purposes, be a part of the Premises and within the Area of the Premises. The Area of the Premises shall include a proportionate share of Common Areas in the Building and shall include interior space even if it is occupied by projections, structures or columns, structural or non-structural, and if the front of the Premises is recessed from the

lease line the area of the recess shall be included in the calculation of the Area of the Premises.

Any dispute as to the Area of the Premises shall be resolved at the expense of the Tenant by the calculation of such area by a British Columbia land surveyor named by the Landlord, whose decision shall bind the parties.

- (e) **"Building"** or **"building"** means the building located upon the Property containing the Premises and where written in lower case or where the context requires means other structures located upon the Shopping Centre;
- (f) **"Campus"** means the lands and premises west of the Point Grey District of the City of Vancouver which comprise the campus of UBC, but excluding any lands and premises owned by UBC which are situated within the UEL;
- (g) **"Campus and Community Planning"** means The University of British Columbia's Department of Campus & Community Planning;
- (h) **"Commencement Date for Additional Rental"** means the day and year referred to in subsection (g) of the Summary of Basic Lease Provisions;
- (i) **"Commencement Date for Minimum Rental"** means the day and year referred to in subsection (g) of the Summary of Basic Lease Provisions;
- (j) **"Commencement Date of Rental Payment"** means the Commencement Date for Additional Rental, or the Commencement Date for Minimum Rental, as applicable;
- (k) **"Commencement Date of Term"** means the day referred to in subsection (h) of the Summary of Basic Lease Provisions;
- (l) **"Common Areas"** means those areas designated by the Landlord as common areas for use of occupants of the Property or the Shopping Centre (whether such areas located within or near the Property or Shopping Centre, provided that if they are outside the Property or Shopping Centre, they serve or are for the benefit of the Property or the Shopping Centre), which designation may be changed by the Landlord from time to time in its sole discretion, including but not limited to the exterior walls, exterior and interior structural elements and bearing walls, exterior and interior landscaped areas, parking areas (including below-grade parking, if any), roadways, driveways, truck courts, parcel pick-up facilities, common loading areas, sidewalks (moving or otherwise), tunnels, pedestrian bridges, all enclosed or open malls, courts, and arcades, fountains, public hallways, service and fire corridors, stairways, escalators, ramps, and elevators, public washrooms, administration offices, auditoriums, and any other public facilities if and when provided, and electrical, telephone, meter, valve, mechanical, mail, and janitor rooms and storage areas;
- (m) **"Common Area Maintenance Cost"** means the total, without duplication, of the expenses incurred by the Landlord for operating, renting, maintaining, insuring, repairing, and replacing the Common Facilities and the Common Areas determined by the Landlord in its sole discretion, including but not limited to:

- (i) the cost of repairs, maintenance, and such replacements to the Common Areas and the Common Facilities, including the cost of capital replacements where these are required by any Municipal Authority Having Jurisdiction, or municipal, federal, or provincial government or agency;
- (ii) depreciation, at rates determined by the Landlord, acting reasonably, on the equipment and machinery employed in operating, maintaining, repairing, and replacing the Common Facilities or the Common Areas;
- (iii) Cost of Insurance which the Landlord may reasonably allocate to the Common Areas and Common Facilities;
- (iv) the cost of gardening and landscaping, line repainting, garbage removal, sanitary control, snow removal, and cleaning of the Common Areas and Common Facilities;
- (v) wages paid for maintenance, security, and operating personnel, including payments for workers' compensation, unemployment insurance, vacation pay, Canada Pension Plan, and other fringe benefits whether statutory or otherwise;
- (vi) wages and other costs paid to personnel in connection with the administration and management of the Shopping Centre or portions thereof (including any on-site manager for the Shopping Centre or portions thereof) including payments for workers' compensation, unemployment insurance, vacation pay, Canada Pension Plan, and other fringe benefits whether statutory or otherwise;
- (vii) all costs of supplies and equipment required for the administration and management of the Shopping Centre or portions thereof;
- (viii) accounting costs required for the administration and management of the Shopping Centre or portions thereof;
- (ix) that portion of Municipal Tax Cost which the Landlord reasonably allocates to the Common Areas and Common Facilities;
- (x) sales and excise taxes, value added taxes, harmonized sales taxes and goods and services taxes, net of any tax refunds or credits, on goods and services provided by the Landlord to manage, operate, repair, replace, or maintain the Common Areas and Common Facilities;
- (xi) the cost of gas, electrical power and other utilities furnished to the Common Areas and Common Facilities;
- (xii) that portion of the Cost of Heating, Ventilating, and Air-Conditioning which the Landlord may elect to reasonably allocate to the Common Areas and Common Facilities;
- (xiii) all such sums as may be payable in respect of the replacement, cleaning and maintenance of light fixtures, ballasts, starters and tubes by the Landlord, it being agreed that the Landlord shall have the exclusive right

to attend to such cleaning, maintenance and replacement and may adopt a system of re-lamping and re-ballasting periodically on a group basis in accordance with good practice in this regard; and

- (xiv) an administrative fee equal to 15% of the total of expenses incurred by the Landlord referred to in this Section.

Common Area Maintenance Cost shall not include the cost of servicing the Landlord's debt relating to the Shopping Centre or portions thereof, any rent payable by the Landlord under the Head Lease; the cost of maintaining the structural integrity of the Shopping Centre or portions thereof (except as provided in this Lease) or the cost of repairs to the extent that the cost is paid by the Landlord's insurers.

There will be deducted from Common Area Maintenance Cost as determined by the Landlord in its sole discretion but, acting reasonably contributions to Common Area Maintenance Costs by Anchor Tenants or other tenants who by the terms of their lease do not contribute fully to Common Area Maintenance Cost or whose areas are not included in the definition of Gross Leaseable Area for Common Area Maintenance Cost Purposes.

- (n) **"Common Facilities"** means those facilities within the Property or Shopping Centre or portions thereof, or on other lands, which are designated by the Landlord as common facilities, which designation may be changed by the Landlord from time to time in its sole discretion, including the electrical, mechanical, heating, ventilating, and air-conditioning, plumbing and drainage, lighting, fire prevention, security, music and public address systems, equipment, and installations, and any enclosures constructed for such facilities, together with all signage including pylon signs, directional signs, sign bands, and all signs identifying the Property or Shopping Centre;
- (o) **"Cost of Heating, Ventilating and Air-Conditioning"** means the total, without duplication, of the expenses incurred by the Landlord for operating, maintaining, repairing, and replacing the HVAC System, including but not limited to:
 - (i) the amount expended by the Landlord for supply and storage of fuel, water, electricity, oil, gas, or other forms of energy and additives for the HVAC System, including, but not limited to, the costs that may be expended by the Landlord in complying with any requirements to connect to a district energy system (contemplated by a hydronic heat energy bylaw which is presently being considered by UBC) providing hydronic heat energy for space heating, domestic hot water and heat for ventilation make up air to properties which include the Building;
 - (ii) the total annual cost of boiler and pressure vessel insurance coverage paid by the Landlord;
 - (iii) wages paid to maintenance and operating personnel for operating the HVAC System, including payments for workers' compensation, unemployment insurance, vacation pay, Canada Pension Plan, and other fringe benefits whether statutory or otherwise;

- (iv) the cost of equipment furnished to such operating personnel referred to in (iii) above;
 - (v) the cost of repairs, maintenance, and such replacements to the HVAC System as are properly chargeable to operating expenses as distinguished from capital replacements or improvements, in accordance with generally accepted accounting practice;
 - (vi) depreciation on the capital cost of the facilities in the HVAC System and any capital replacements thereto, at rates determined by the Landlord, acting reasonably;
 - (vii) that portion of Municipal Tax Cost which the Landlord reasonably allocates to the HVAC System; and
 - (viii) an administrative fee equal to 15% of the total of the expenses incurred by the Landlord referred to in this Section;
- (p) **"Cost of Insurance"** means the annual cost to the Landlord to take out public liability insurance, insurance against loss of Minimum Rental and Additional Rental due from tenants in the Property or Shopping Centre in accordance with the provisions of their leases in such amounts as the Landlord from time to time requires, insurance relating to the improvements comprising the Property or Shopping Centre (with the exception of leased premises in the Property or Shopping Centre from time to time where the tenants have placed and independently paid for such insurance or other areas as determined by the Landlord in its sole discretion) against damage from Insurable Hazards, to such limits as the Landlord may from time to time determine in its sole discretion but not in excess of the replacement cost of the buildings comprising the Property or Shopping Centre, and such other insurance as the Landlord or any mortgagee of the Property or Shopping Centre may in its sole discretion require, including an administrative fee equal to 15% of the total costs incurred by the Landlord referred to in this Section;
- (q) **"CPI"** means the Consumer Price Index (All Items for Regional Cities) for the City of Vancouver (or any index published in substitution for the Consumer Price Index or any other replacement index designated by the Landlord, acting reasonably, if it is no longer published) published by Statistics Canada (or by any successor thereof or any other governmental agency including a provincial agency). In case of any required substitution, the Landlord, acting reasonably, shall be entitled to make all necessary conversions for comparison purposes;
- (r) **"Development Handbook"** means The University of British Columbia Development Handbook that is in effect from time to time to manage non-institutional use and development of lands on the Campus and all amendments thereto whether made before or after the date of this Lease;
- (s) **"Fixturing Period"** means the period, if any, specified in subsection (n) of the Summary of Basic Lease Provisions provided to the Tenant to perform its fixturing of the Premises. During any Fixturing Period the Tenant shall be entitled to occupy the Premises in accordance with all terms of this Lease (including the Tenant's obligations to pay for all utilities and services) and provided the Tenant

has obtained its building permit and placed the insurance for its occupation of the Premises, but shall not be obligated to pay Minimum Rental, or the Tenant's share of any of the costs set out in Section 5.1(b), provided that all Rental shall commence on the date the Tenant opens for business (or commences the operation of its business, whether of an office or retail nature) if the Tenant opens for business before the expiry of the Fixturing Period;

- (t) **"Gross Leaseable Area"** means the aggregate floor area in square feet of all floors of rentable areas of the Shopping Centre. For the purposes of this definition, floor area shall be measured from the exterior of all exterior walls (whether such walls face the Common Areas or not), doors, and windows adjoining Common Areas (and shall include the area of access where a storefront, rear exit, or entrance is recessed) and where applicable from the centre line of partition walls between leaseable premises.

If there is a dispute as to the calculation of any area in this definition or the related definitions immediately following, such dispute shall be resolved at the expense of the Tenant by a British Columbia land surveyor named by the Landlord, whose decision shall bind the parties.

For greater certainty, the Landlord may deduct in its sole discretion from the Gross Leaseable Area for specific calculations or specific payments set out in this Lease the aggregate area in square feet of specific leased premises in the Shopping Centre or Property including without limitation areas which stand alone or the area demised to Anchor Tenants;

- (u) **"Gross Leaseable Area for Common Area Maintenance Cost Purposes"** means the Gross Leaseable Area less the gross leaseable areas of Anchor Tenants or tenants of any other leased premises in the Property or Shopping Centre or portions thereof from time to time, who do not by the terms of their lease contribute to or do not contribute fully to Common Area Maintenance Cost (provided their partial contributions shall be applied against Common Area Maintenance Cost), the gross leaseable areas of buildings or portions thereof which are included in Common Areas and Common Facilities, the gross leaseable areas of residential premises, administrative or property management related offices, if any, kiosks, free standing buildings, or other portions of the Shopping Centre which pay costs independently of the Shopping Centre all as determined in the sole discretion of the Landlord;
- (v) **"Gross Leaseable Area for Heating, Ventilating, and Air-Conditioning Purposes"** means the aggregate area in square feet of all leased premises from time to time connected to the HVAC System less the gross leaseable areas of Anchor Tenants, or tenants of any other leased premises in the Property or Shopping Centre or portions thereof from time to time, for which the maintenance of their portion of the HVAC System is performed and paid by the tenants thereof, all determined in the Landlord's sole discretion;
- (w) **"Gross Leaseable Area for Insurance Purposes"** means the Gross Leaseable Area less the gross leaseable areas of Anchor Tenants or of any other leased premises in the Property or Shopping Centre or portions thereof from time to time, the insurance in respect of which is placed and paid for by the tenants thereof, all determined in the Landlord's sole discretion;

- (x) **"Gross Leaseable Area for Taxation Purposes"** means the Gross Leaseable Area less the gross leaseable areas of Anchor Tenants or tenants of any other leased premises in the Property or Shopping Centre or portions thereof from time to time, the Municipal Tax Cost in respect of which is paid directly by the tenants thereof, all determined in the Landlord's sole discretion;
- (y) **"Hazardous Substances"** means any hazardous or polluting material referred to in any law or regulation now or hereafter in force by any governmental or regulatory authority having jurisdiction over the Landlord, the Tenant or the Premises;
- (z) **"Head Lease"** means any Lease from UBC regarding the Shopping Centre or portions thereof, or of the Property and with the Landlord as tenant which forms or will form the head lease under which this Lease is or will be a sublease;
- (aa) **"HVAC System"** means the heating, ventilating, and air-conditioning plants and systems used to heat, ventilate, and air-condition the Common Areas and all leaseable premises excepting those leaseable premises and other areas designated by the Landlord in its sole discretion as having entirely separate plants and systems (which may include Anchor Tenants) which are paid for by tenants or occupants of those leaseable premises and other areas and includes, without limitation, the chilled and heated water systems, freon systems or air generating facilities and any storage and distribution systems leading therefrom, together with any cooling towers, thermostats, fans, pumps, and all other equipment and facilities connected therewith;
- (bb) **"Insurable Hazards"** means fire and other perils and occurrences for which insurance is available and which in the Landlord's opinion should be insured against;
- (cc) **"Land Use Rules"** means the plans, policies, handbooks, guidelines, rules, regulations, bylaws and any other documents no matter how they are titled, adopted in accordance with policy(ies) passed by the Board of Governors of The University of British Columbia from time to time, including the Development Handbook and all other rules governing land use and the construction, renovation, maintenance, repair and replacement of buildings on the Campus and in the neighbourhood in which the Property is situate;
- (dd) **"Landlord's Rules and Regulations"** means the rules and regulations described in Section 20.4(a);
- (ee) **"Landlord's Work"** means the work to be performed by the Landlord as described in Section A of Schedule A;
- (ff) **"Lease"** means this lease, all schedules attached hereto, the Architect's certificates, if any, all certificates issued by the Landlord under this Lease and the rules and regulations made from time to time by the Landlord under the provisions of this Lease;
- (gg) **"Lease Year"** means a 12-month period beginning on the first day of January in one calendar year and ending on the last day of December of that year, providing that the first Lease Year shall begin on the Commencement Date of Term and

end on the last day of the following December and the last Lease Year shall end on the last day of the Term and begin on the first day of January preceding that date. If the Landlord considers it necessary or convenient for the Landlord's accounting purposes, the Landlord may at any time and from time to time, by written notice to the Tenant, specify an annual date on which each subsequent Lease Year is to begin and, in such event, the then current Lease Year shall terminate on the day preceding the beginning of such new Lease Year and each succeeding Lease Year shall terminate on the day preceding such annual date;

- (hh) **"Minimum Rental"** means the minimum annual rental set out in subsection (f) of the Summary of Basic Lease Provisions;
- (ii) **"Municipal Authority Having Jurisdiction"** means Campus and Community Planning in its capacity as regulatory, inspection and permitting authority for the Campus or such other department of UBC as becomes responsible for this function from time to time. In the event that the lands comprising the Property or Shopping Centre become part of a municipality or the UEL, or any other governing body acquires jurisdiction over the Property or Shopping Centre similar to that of municipalities and assumes these functions, that governing body shall become the Municipal Authority Having Jurisdiction;
- (jj) **"Municipal Tax Cost"** means the total, without duplication, of sums paid by the Landlord in respect of Municipal Taxes and the Services Levy, but not including Municipal Taxes or the Services Levy paid separately for their premises by tenants;
- (kk) **"Municipal Taxes"** means all taxes, rates, and assessments, whether general or specially levied or assessed by the Surveyor of Taxes under the *Taxation (Rural Area) Act*, as amended from time to time, or any legislation substituted therefor for municipal, rural, school, or other purposes, or levied or assessed by other lawful governmental authority for such purposes payable by the Landlord in respect of the Property or the Shopping Centre and immovable accessories, whether therein referred to as "Property Taxes", "Municipal Taxes", "Taxes" or by some other term and which are attributable to the Property or Shopping Centre and shall also include any other taxes which are imposed in substitution of the foregoing Municipal Taxes, the whole as finally determined for each applicable period of time as a result of an assessment, appeal, or judicial review and shall include any legal fees or appraiser's fees incurred by the Landlord in respect of such final determination thereof;
- (ll) **"Premises"** means that portion of the Building outlined in heavy black line and marked "<@>" on Schedule D, measured in accordance with the definition of "Area of the Premises" in this Lease. The Landlord may make minor variations in the form or siting of the Premises and such minor variations shall not render this Lease void or voidable;
- (mm) **"Prime Rate"** means the annual rate of interest established by the Landlord's bank from time to time as its "prime rate" and used as the base or reference rate of interest for the determination of interest rates charged to its customers for Canadian dollar loans;

- (nn) **"Property"** means the lands and Building civically known as 5923 Berton Avenue, Vancouver, British Columbia in Wesbrook Place at UBC and legally described in Schedule E;
- (oo) **"Rental"** means Additional Rental, and Minimum Rental;
- (pp) **"Sales Taxes"** has the meaning given to it in Section 12.5;
- (qq) **"Services Levy"** shall mean the charge levied by UBC against the Landlord for (a) the supply of utilities, including without limitation, water, sewer, telephone, cable, electricity and gas; (b) the use, provision, maintenance and repair from time to time of certain services sometimes provided by municipalities or other public authorities, including, without limitation, connections and lines for water, sewer, telephone, cable, electricity and gas; (c) the use, provision, maintenance and repair from time to time of all infrastructure installations, including without limitation, of street lighting, sidewalks, curbs, gutters, roads, landscaping; (d) making available for use and maintaining and repairing from time to time open spaces and other public amenities; and (e) providing other public services from time to time, including without limitation, traffic control, parking, noise control and pet control;
- (rr) **"Shopping Centre"** means the Property together with the buildings, improvements, facilities, air rights, and underground and overhead walkways from time to time located thereon or contiguous thereto as reasonably designated by the Landlord from time to time forming part of the Wesbrook Village shopping centre, which at the date of this Lease consist of the lands legally described in Schedule E-1 and shown in Schedule G;
- (ss) **"Summary of Basic Lease Provisions"** means the summary set out on the first pages of this Lease and so headed;
- (tt) **"Taxing Authority"** means any duly constituted authority, whether federal, provincial, municipal, or otherwise legally empowered to impose taxes, rates, assessments, or charges, or other charges in lieu thereof, on, upon or in respect of the Landlord or the Property or Shopping Centre and includes UBC with regard to the Services Levy;
- (uu) **"Tenant's Work"** means the work to be performed by the Tenant at its cost and expense more particularly set forth in Section B of Schedule A;
- (vv) **"Term"** means the term of this Lease set out in subsection (h) of the Summary of Basic Lease Provisions and any renewal or extension thereof;
- (ww) **"Transfer"** has the meaning given to that term in Section 21.1;
- (xx) **"Transferee"** means an assignee or a subtenant or other entity having a right to occupy the Premises by or through the Tenant and who is the transferee under a Transfer;
- (yy) **"UBC"** shall mean The University of British Columbia in its capacity as the owner of the Campus with regulatory powers with respect thereto under the *University Act* as amended from time to time, or any legislation substituted therefor, and in the context of any release, limitation of liability, or indemnity provision in this

Lease, includes the members of its board of governors, the members of its senate and its officers, employees, agents, successors and assigns and each of its subsidiary, affiliated or associated corporations and all others for whose conduct The University of British Columbia is responsible in law;

(zz) **"UBC's Rules and Regulations"** means those rules (including the Land Use Rules), policies, bylaws and regulations passed by The University of British Columbia from time to time, whether made before or after the date of this Lease, which are applicable to the Shopping Centre and/or the residents thereof and/or the Campus generally

(aaa) **"UEL"** shall mean the administration set up pursuant to the *University Endowment Land Act* as amended from time to time, or any legislation substituted therefor for the purpose of administering all land included within the definition of land set out in Section 1 of the *University Endowment Land Act*, which lands can be generally described as being situate in the areas east of Wesbrook Mall and north of Agronomy Road; and

(bbb) **"UNA"** means the University Neighbourhoods Association.

3. **CONSTRUCTION AND FIXTURING OF PREMISES**

3.1 **Landlord's Work and Tenant's Work**

The Landlord's Work in the Premises is limited to the work described as the Landlord's Work in Section A of Schedule A. On or before the date of expiry of the Fixturing Period or, if there is no Fixturing Period, the date of delivery of possession of the Premises to the Tenant, or such other date as is established by the Landlord by notice to the Tenant, the Tenant shall complete the Tenant's Work. The Tenant's Work includes the procurement and installation, at its own expense, of those items set forth in Section B of Schedule A which are to be installed and procured by the Tenant in accordance with the procedures set out in Schedule B and all such other work as the Tenant may desire to perform in the Premises and to which the Landlord may agree, provided no such work shall be commenced by the Tenant until architectural or engineering plans and specifications relating to the Tenant's Work have been supplied to the Landlord and approved by the Landlord in writing.

3.2 **Completion of Landlord's Work**

If the Premises or any part thereof are not ready for occupancy as determined by the Landlord on a date which will allow the Tenant to complete the Tenant's Work in accordance with the provisions of this Lease on or before the Commencement Date of Term by reason of the fact that the Premises are not in a condition which will allow the Tenant's Work to be commenced, the Lease shall not be void or voidable and the Tenant shall not have any claims for any losses or damages, no matter how the delay has been caused; however, the Commencement Date of Term will be postponed by the length of such delay. The Tenant shall not be entitled to any abatement of Rental for any delay in occupancy due to the Tenant's failure or delay to provide plans or to complete any special installations or other work required for its purposes or due to any other reason, nor shall the Tenant be entitled to any abatement of Rental for any delay in occupancy if the Landlord has been unable to complete construction of the Premises by

reason of such failure or delay by the Tenant. Notwithstanding any postponement in the Commencement Date of Term, the expiry date of this Lease shall remain unchanged.

Notwithstanding any other clause in this Lease, if completion of the Landlord's Work is delayed as a result of a strike, lockout, labour unrest, inability to obtain or delay in delivery of labour or materials, or other cause or event beyond the Landlord's reasonable control, then the Landlord may extend the commencement date of the Fixturing Period for a period equivalent to such period or periods of delay. The Landlord will give the Tenant notice of such delay within thirty (30) days after the delay or delays occur. This right of extension is in addition to any other rights of extension in this Lease or agreed to by the parties.

3.3 **Completion of Premises**

The Tenant shall, prior to opening the Premises for business, furnish the Landlord with the following:

- (a) an affidavit sworn by an officer of the Tenant stating that the Tenant's Work has been completed to its satisfaction and in strict accordance with Schedule A and Schedule B and the approved plans and specifications, which affidavit may be relied upon by the Landlord, it being understood that any deliberate or negligent misstatement or false statement by or on behalf of the Tenant shall constitute a default under this Lease;
- (b) an affidavit sworn by the contractor or contractors or an officer or officers of the contractor or contractors performing the Tenant's Work stating that the Tenant's Work has been fully completed in accordance with Schedule A and Schedule B, listing all sub-contractors, workmen, and materialmen supplying work and materials for the Tenant's Work, and stating that all sub-contractors, workmen, and materialmen supplying work and materials for the Tenant's Work have been paid in full; and
- (c) if requested by the Landlord a waiver of lien with respect to work done and material supplied to the Premises, executed by the contractor or contractors, and if requested by the Landlord, waivers of lien executed by the sub-contractors, workmen, and materialmen supplying work and materials for the Tenant's Work.

3.4 **Acceptance of Premises**

The opening by the Tenant of its business in the Premises shall constitute an acknowledgement by the Tenant that the Premises are in the condition called for by this Lease, that the Landlord has performed all of the Landlord's Work, and that the Tenant reserves or asserts no rights for claims, offsets, or backcharges.

3.5 **Tenant's Work**

All work or equipment, other than those items specified as Landlord's Work, shall be performed and supplied by the Tenant at its own cost and expense, and the Tenant shall, in accordance with the procedures set out in Schedule B and subject to obtaining the consent of the Landlord as provided for in this Lease, fully equip the Premises with modern and first class trade equipment, lighting fixtures, furniture, operating equipment, furnishings, fixtures, floor coverings, heating, ventilating, and air-conditioning equipment and all other equipment necessary for the proper operation of the Tenant's business and

such installation shall be completed without damage to the structure of the Premises or to the heating, ventilating, air-conditioning, sprinkler, plumbing, electrical, and other mechanical systems of the Shopping Centre or portions thereof. The Tenant shall provide proper hoarding to the satisfaction of the Landlord in front of the Premises during construction.

3.6 **Tenant's Fixtures**

Any alterations, additions, improvements or fixtures made to or installed upon or in the Premises, whether before or after the Commencement Date of Term, other than unattached moveable trade fixtures, shall immediately upon affixation become the property of the Landlord and remain upon and be surrendered to the Landlord with the Premises as part thereof upon the expiration or earlier termination of this Lease, unless the Landlord shall by notice in writing require the Tenant to remove them, in which event the Tenant shall restore the Premises to the state in which they were prior to commencing any of the Tenant's Work and make good any damage or injury caused to the Premises resulting from such installation and removal, reasonable wear and tear only excepted. The Tenant represents and warrants that it will have legal and beneficial title to such goods, alterations, additions, improvements, and fixtures and that such title shall pass to the Landlord free and clear of all leases, liens, mortgages, charges, security interests, and encumbrances. For greater certainty, the Tenant's trade fixtures shall not include any heating, ventilating, or air-conditioning systems, facilities, and equipment in or serving the Premises, floor coverings affixed to the floor of the Premises either by cement or perimeter fastenings, light fixtures, storefront, and doors, plumbing equipment and fixtures, and internal stairways, all of which are deemed to be leasehold improvements.

3.7 **Installation and Operation of Signs**

The Tenant shall first request the approval of the Landlord with respect to any signs before requesting a permit from the Municipal Authority Having Jurisdiction. The Tenant shall obtain all necessary sign permits from the Municipal Authority Having Jurisdiction and abide by all signage rules set out in this Lease, as amended from time to time by the Landlord and all other signage rules imposed by the Landlord on tenants and subtenants within the Building, the Property or the Shopping Centre, as such signage rules are amended from time to time in the Landlord's sole discretion.

Throughout the Term, the Tenant, if required by the Landlord and after first obtaining the written approval of the Landlord and any Municipal Authority Having Jurisdiction to the specifications, design, location, and method of installation, which matters shall be wholly within the discretion of the Landlord, shall at its own expense install, maintain, and operate during such hours as the Landlord may determine in its sole discretion signs on the exterior of the Premises. If the Tenant erects a sign without first complying with the signage provisions in this Lease, the Tenant shall pay to the Landlord \$50 per day from the date of erection of such sign until the date such non-compliance is rectified and in addition to such fine, the Landlord, at the expense of the Tenant, may remove such non-complying sign without notice to the Tenant. At the expiry or sooner termination of the Term, all signs or panels shall be removed by the Tenant and the Tenant shall make good any damage caused by such removal.

Further, the Tenant covenants to comply with the provisions of any signage design criteria approved by the Landlord, Campus and Community Planning or any other authority having jurisdiction.

3.8 As Is/Where Is

If the Premises have been previously fixtured and improved by the Landlord or a prior tenant, the Tenant acknowledges that, notwithstanding the provisions of Schedule A and Schedule B, it has accepted the Premises on an "as is/where is" basis, and that the cost of any renovations, improvements, or fixturing required by the Tenant shall be payable by the Tenant. The Tenant shall submit to the Landlord for approval the drawings and specifications relating to any such further Tenant's Work as set forth in Schedule B hereto. All further work carried out by the Tenant in the Premises shall be in accordance with the provisions of this Lease, including, without limitation, the provisions of Schedule A and Schedule B.

3.9 Services Provided By Landlord

- (a) If there is an elevator in the Building, subject to the Landlord's Rules and Regulations, the Landlord shall provide elevator service during normal business hours for use by the Tenant in common with others, except when prevented by repairs. The Landlord will operate one passenger elevator for use by tenants at all times except in the case of fire or other emergencies.
- (b) The Landlord will provide cleaning services in the Building consistent with the standards of a first class office building (excluding interior glass areas and areas used exclusively for computer equipment), provided that the Tenant at the end of each business day shall provide access to the persons performing the janitor services and leave the Premises in a reasonably clean and tidy condition. The Tenant hereby agrees that the Landlord shall have no responsibility or liability whatsoever for any act or omission on the part of the person, persons, or corporation employed to perform the cleaning services, provided such persons are bonded.
- (c) Subject to the Landlord's Rules and Regulations, the Landlord shall provide heating, ventilating or air-conditioning services during normal business hours, as determined by the Landlord, acting reasonably, for the Premises, except when prevented by reason of accident, repair, alterations or improvements necessary to be made. Subject to the Landlord's Rules and Regulations, upon request give a reasonable period of time in advance, the Landlord may provide heating, ventilating or air-conditioning services outside normal business hours and the Tenant shall pay an incremental charge therefor as an additional service at the prevailing hourly rate, which may be adjusted by the Landlord from time-to-time. The Tenant shall not install any equipment or systems that will exceed, or overload the capacity or interfere with the normal operation of the heating, ventilating or air-conditioning or any other service or facility in the Property or Building and agrees that if any equipment or systems installed by the Tenant requires additional heating, ventilating or air-conditioning equipment system or any other service or facility, as determined by the Landlord acting reasonably, the same shall be installed at the Tenant's expense.

- (d) If installation of any equipment, fixture or system on the Premises by the Tenant necessitates rebalancing or readjustment of the heating, ventilating and air-conditioning system by the Landlord, the same will be performed by the Landlord at the Tenant's sole expense.
- (e) The Tenant shall not, without the Landlord's prior written consent in each instance, connect any equipment, fixtures, systems or appliances (other than normal office electrical fixtures, computers, typewriters, word processors, small office machines and lamps) to the Building's electric distribution system or make any alteration or addition to the electric system of the Premises.

4. DEMISE AND TERM

4.1 Demise and Term

The Landlord leases the Premises to the Tenant TO HAVE AND TO HOLD from the Commencement Date of Term for and during the Term, unless sooner terminated as provided in this Lease. In addition, the Tenant shall be entitled for the benefit of the Premises to enjoy, on the terms and conditions set out in this Lease, the non-exclusive use of the Common Areas or portions designated by the Landlord under this Lease in common with all others entitled thereto.

4.2 Early Occupancy

If the Tenant is given possession of the Premises before the Commencement Date of Term, all provisions of this Lease shall apply to the period falling between such dates except as specifically otherwise provided in this Lease, provided that the Term shall not commence to run until the Commencement Date of Term.

5. RENTAL

5.1 Tenant to Pay Rental

The Tenant will pay to the Landlord, or as the Landlord may in writing direct, in lawful money of Canada, without any set-off, compensation, or deduction whatsoever, on the days and at the times specified in this Lease, Rental which shall include the aggregate of the sums required to be paid by this Article:

(a) Minimum Rental

The Tenant shall pay Minimum Rental;

(b) Additional Rental

In addition to the Minimum Rental, the Tenant shall pay the Tenant's portion (as defined in Section 5.2) of each of the following:

- (i) Common Area Maintenance Cost;
- (ii) Cost of Heating, Ventilating, and Air-Conditioning to the extent not included in subsection 5.1(b)(i);
- (iii) Cost of Insurance to the extent not included in subsection 5.1(b)(i); and

- (iv) Municipal Tax Cost to the extent not included in subsection 5.1(b)(i);

The Landlord may in its sole discretion without duplication aggregate some or all of the Cost of Heating, Ventilating, and Air-Conditioning, Cost of Insurance or Municipal Tax Cost and Common Area Maintenance Cost and apportion the Tenant's or other tenant's portion of such costs to the extent it determines such aggregation or apportionment permits an equitable method of calculating Additional Rental and the portions payable by the Tenant or other tenants. For greater certainty, the Tenant shall also pay a portion of the Services Levy referred to in Article 12 determined by the Landlord as part of Municipal Tax Cost;

(c) **Additional Rental (Premises)**

In addition to the Additional Rental described in subsection 5.1(b), the Tenant shall also pay those costs which directly relate to the Tenant's use of the Premises, which include:

- (i) the cost, charge, or expense for water, garbage collection, janitorial services and any other like service rendered to the Premises for the benefit of the Tenant and paid by the Landlord;
- (ii) that portion of the cost of lighting, heating, ventilating, and air-conditioning the Premises attributable to the fact that the demands of the Tenant in the Premises is in excess of the normal operating demands or in excess of normal hours for the Shopping Centre or Property; and
- (iii) any special service or utility required by the Tenant and arising from its use of the Premises.

5.2 Tenant's Portion

The Tenant's portion of the costs described in subsection 5.1(b) shall unless otherwise determined by the Landlord, be that sum which is equal to the aggregate of those costs or portion thereof multiplied by a fraction the numerator of which is in each instance the Area of the Premises and the denominator of which is the appropriate gross leaseable area as defined in Section 2.1 and subject to the Landlord's right to allocate or apportion.

5.3 Procedure For Payment of Rental

The Rental provided for in this Article shall be paid promptly and punctually by the Tenant as follows:

(a) **Payment of Minimum Rental**

Minimum Rental shall be paid on a monthly basis. The first monthly instalment of Minimum Rental shall be paid on the Commencement Date for Minimum Rental. Where the Commencement Date for Minimum Rental is the first day of a month, such instalment shall be in respect of such month. Where the Commencement Date for Minimum Rental is not the first day of a calendar month, Minimum Rental for the period from the Commencement Date for Minimum Rental to the first day of the next calendar month shall be pro-rated on a per diem basis and paid on the first day of the next month and the instalment of Minimum Rental paid

upon the Commencement Date for Minimum Rental shall be in respect of the Minimum Rental for the first full calendar month following the Commencement Date for Minimum Rental. Thereafter, subsequent monthly instalments shall each be in advance on the first day of each ensuing calendar month. The Landlord may require the Tenant to participate in an automatic debit system, including without limitation requiring the Tenant from time to time to furnish the Landlord with a series of post-dated cheques covering the next 12 instalments of monthly Minimum Rental and the Tenant shall, forthwith upon request, deliver such cheques to the Landlord.

(b) Additional Rental Payments

The amount of Additional Rental to be paid by the Tenant under subsections 5.1(b) and 5.1(c) shall be estimated by the Landlord for such period or periods as the Landlord may determine in its sole discretion. The Tenant shall pay promptly and punctually to the Landlord such amount in advance during such period on the dates and at the times for payment of Minimum Rental provided for in this Lease commencing on the Commencement Date for Additional Rental.

(c) Landlord Discretion

Notwithstanding any other term of this Lease, for any specific item of Additional Rental or any period of operation determined by the Landlord, the Landlord may in its sole discretion apportion Additional Rental or any component of Additional Rental including without limitation Common Area Maintenance Cost between the various portions of the Property or Shopping Centre including without limitation retail, office, residential, institutional or other portions, on a basis that is fair and that reflects the use by and benefit to the tenants and occupants of such portions of the Property or Shopping Centre and the Landlord may in its sole discretion allocate such items of Additional Rental among tenants and the Tenant acting reasonably and it is understood and agreed that such items may include an allocation to and within the Property or Premises of costs which are levied, rated, charged or assessed against or upon the Shopping Centre generally or the Property or other lands.

For greater certainty, in computing any Additional Rental or other payments to be allocated to tenants or made by tenants in the Shopping Centre or portions thereof or when allocating portions of such payments among tenants:

- (i) where the Landlord determines, in its sole discretion, that any item(s) of Additional Rental are provided only to or for the benefit of a portion of the Shopping Centre, then the Landlord shall be entitled, but not obligated, to allocate the cost of those item(s) over such portion of the Shopping Centre and adjust the Tenant's payment based on such allocation;
- (ii) if the Shopping Centre or any portion thereof is comprised of different categories of leaseable premises, the Landlord shall be entitled, but not obligated, to allocate Additional Rental among the various categories on the basis of such factors as the Landlord determines to be relevant and to adjust the Tenant's payment based on such allocation; and
- (iii) if any Common Facilities, or other facilities, services or utilities:

- (A) for the operation, administration, management, repair and maintenance of the Building are provided from another building or other buildings (whether within the Shopping Centre or elsewhere);
- (B) for the operation, administration, management, repair and maintenance of another building or other buildings (whether within the Shopping Centre or elsewhere) owned or operated by the Landlord are provided from the Building; or
- (C) are otherwise shared between the Building and another building or other buildings (whether within the Shopping Centre or elsewhere),

the costs, charges and expenses of such items may be allocated by the Landlord in its sole discretion between the Building and other building or buildings (whether within the Shopping Centre or elsewhere) on a reasonable basis.

The Tenant shall comply with any practices or procedures that the Landlord, may from time to time introduce to reduce or control Additional Rental and shall pay, as Additional Rental, all costs, as determined by the Landlord, that may be incurred by the Landlord as a result of any non-compliance. The Landlord may use an expert to assist it in making such determination.

(d) Tenant's Delay

If the Tenant fails to take possession and open the Premises for business fully fixtured, stocked, and staffed on the earliest of the Commencement Date of Rental Payment or the Commencement Date of Term, whichever is the earlier, the Landlord shall, in addition to the other remedies described in this Lease, have the right at its option to collect not only Minimum Rental and Additional Rental but a daily amount equal to the greater of 15 cents per square foot of the Area of the Premises or \$50 per day for each and every day the Tenant fails to do business as required by this Lease.

(e) Basis of Determining Minimum Rental and Additional Rental

Minimum Rental is calculated on the basis of the Area of the Premises being as set out in subsection (j) of the Summary of Basic Lease Provisions. The Minimum Rental and any Additional Rental, the calculation of which is based on the Area of the Premises, shall be adjusted if the Area of the Premises is found to be different.

5.4 **Reporting of Costs**

Within 180 days after the end of each Lease Year, the Landlord shall furnish to the Tenant a statement of the actual cost during such Lease Year of those items comprised in Additional Rental and the Tenant's portion thereof, showing in reasonable detail the information relevant and necessary to the exact calculation of those amounts. (the "**Statement**") If the amount payable by the Tenant as shown on the Statement is greater or less than the Additional Rental paid by the Tenant to the Landlord the adjustment shall be made within 14 days after delivery of the Statement.

The Statement shall be binding upon the Tenant but the Tenant shall have the right to, at any time within 12 months of the delivery of the Statement to inspect the books and records of the Landlord pertaining to such costs upon reasonable notice at reasonable times, and/or submit a substantiated claim that the amount payable by the Tenant is less than the Additional Rental paid by the Tenant to the Landlord.

Any payment made by the Landlord or made by the Tenant to the Landlord in respect of any such adjustment, shall be without prejudice to the right of the Landlord to claim a readjustment provided such claim is made within 25 months from the date of delivery of the Statement. The Landlord's failure to provide the Statement within such 180-day period shall in no way excuse the Tenant from its obligation under this Section or constitute a waiver of the Landlord's right to bill and collect any moneys payable by the Tenant under this Section.

5.5 **Rental For Irregular Periods**

All Rental reserved by this Lease shall accrue from day to day, and if for any reason it becomes necessary to calculate Rental for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis.

5.6 **Place of Payment**

All payments to be made to the Landlord under this Lease shall be made to the Landlord's agent at the address referred to in the Summary of Basic Lease Provisions, unless otherwise directed by the Landlord.

5.7 **Rental Deposit**

Intentionally deleted.

5.8 **Security Deposit**

Intentionally deleted.

5.9 **Re-Survey Or Re-Measurement of Premises**

The Landlord may, from time to time, as it determines necessary, cause the Area of the Premises, the Building or any part thereof to be re-calculated or re-measured, such re-measurement or re-calculation to be made in accordance with any of the methods set out in subsection 2.1(d) under the definition of "**Area of the Premises**" or in accordance with the Landlord's reasonable standard from time to time, which standard may be the Standard Method for Measuring Floor Area in Office Buildings – ANSI/BOMA Z 65.1-1996 as amended by the terms of this Lease or such other standard as similar to that used in other similar quality office buildings as selected and determined by the Landlord, and the cost thereof shall be included as Additional Rental (except as otherwise provided for in this Section 5.9). Upon such re-calculation or re-measurement, Rental (including, without limitation, Minimum Rental) shall be adjusted accordingly. If any calculation or determination by the Landlord of the area of any premises (including the Premises) is disputed or called into question, it shall be calculated or determined by the Architect or surveyor from time to time appointed for that purpose, whose certificate shall be conclusive and binding upon the parties hereunder. The cost of such calculation or determination shall be included as Additional Rental, provided that if the Tenant disputes the Landlord's calculation or determination and the calculation or determination by the

Architect or survey agrees with the Landlord's calculation or determination within a 2% variance, the Tenant shall pay the full cost of such calculation or determination forthwith upon demand. If the Tenant and any one or more of the other tenants in the Building are responsible to pay such costs, the Tenant shall be jointly and severally liable with such other tenant or tenants.

If any error shall be found in the calculation of the Area of the Premises or in the calculation of the Tenant's Portion (as described in Section 5.2 of this Lease) of Additional Rental and of Minimal Rental shall be adjusted for the Lease Year in which the error is discovered and for the Lease Year preceding the Lease Year in which the error was discovered, if any, and thereafter, but not for any prior period.

6. CONDUCT OF BUSINESS

6.1 Use and Operation of Premises

(a) Use of Premises

The Tenant shall not use or occupy the Premises or any part thereof for any purpose other than the operation of the business described in subsection (e) of the Summary of Basic Lease Provisions under the name referred to in subsection (d) of the Summary of Basic Lease Provisions. The Tenant shall be open for business on the Premises during the times set out in and in compliance with subsection (e) of the Summary of Basic Lease Provisions.

(b) Prohibited Uses

The Tenant shall not conduct or carry on any of the following businesses on the Premises:

- any in-premises retail selling;
- any mail-order business or catalogue sales;
- any operation in which the Tenant uses any fraudulent or deceptive advertising or selling procedures; and
- any business which because of the methods likely to be used would in the opinion of the Landlord tend to lower the character of the Shopping Centre or Property.

(c) To Operate During the Term

The Tenant shall not during the Term vacate the Premises either in whole or in part, whether actually or constructively, but shall:

- (i) commence and conduct its business from the entire Premises from not later than the earlier of the Commencement Date of Term or the earliest Commencement Date of Rental Payment;
- (ii) remain open for business during the business days and hours for the Shopping Centre or Property, as determined by the Landlord from time to time in its sole discretion, unless prevented by the Municipal Authority

Having Jurisdiction or federal, provincial, municipal, or any other government authority; and

- (iii) continuously, actively, and diligently carry on in the Premises the type of business for which the Premises are leased to the Tenant.

(d) Use of Landlord or UBC's Name

The Tenant shall not, without the prior written consent of the Landlord and UBC (as applicable), use the Landlord's or UBC's name nor any mark, logo or trademark of the Landlord or UBC in any publication, advertisement, notice, document, website, e-mail address or other materials and shall not hold itself out, directly or indirectly, as being associated with the Landlord or UBC; provided however, the Tenant may use UBC's name in its material directing people to the location of the Premises provided UBC has approved the form of such wording. It is understood and agreed that the Landlord and UBC may arbitrarily withhold their consent to the use of their respective name, marks, logos or trademarks.

(e) Signs

Except as provided in Section 3.7 and the Landlord's Rules and Regulations, the Tenant shall not maintain any sign on the exterior walls of the Premises or on the walls of the Building or elsewhere on the Property or Shopping Centre, nor shall the Tenant place in the display windows any sign, decoration, lettering, or advertising matter of any kind, including signs placed in the interior of the Premises for exterior view, nor shall the Tenant permit the use of any travelling or flashing lights, loudspeakers, television, phonographs, radios, or other devices in a manner so as to be seen or heard outside the Premises without first obtaining the Landlord's written consent in each instance, which consent shall be in the Landlord's sole discretion. The Tenant shall be solely responsible for all costs associated with any signage, display or other form of advertisement contemplated herein; and shall be required to obtain all necessary permits and approvals as required by any Municipal Authority Having Jurisdiction.

(f) Machines

The Tenant shall not cause, permit, or suffer any machines selling merchandise, services, or entertainment, including vending machines, video machines, automated banking/teller machines or other machines operated by coins or other devices, to be present on the Premises unless expressly permitted in writing by the Landlord, which permission may be withheld in the Landlord's sole discretion.

(g) Nuisance

The Tenant shall not carry on any business practice or act or activity on the Premises which is a nuisance or which may injure the Building or the Shopping Centre or any part thereof, nor cause or permit annoying noises or vibrations, nor offensive odours to issue from the Premises, nor cause or suffer or permit any oil or grease or harmful, objectionable, dangerous, poisonous, hazardous, flammable, or explosive matters or substances to be discharged into the Premises or into adjoining premises or into Common Areas, drains, or sewers, and shall take all measures necessary to ensure that any effluent discharged will

not be corrosive, poisonous, or otherwise harmful or hazardous, or cause obstruction, deposit, or pollution within the Shopping Centre. The Landlord may determine in its sole discretion whether the Tenant is in breach of this Section.

(h) Not to Affect Landlord's Insurance

The Tenant shall not do or omit to do anything which causes the rate of insurance upon the Shopping Centre or any part thereof to be increased, and if the insurance rate shall be thereby increased the Tenant shall pay to the Landlord as Additional Rental the amount by which the insurance premiums shall be so increased. The Tenant shall not store or permit to be stored upon or in the Premises anything that is of a dangerous, flammable, or explosive nature nor anything which would have the effect of increasing the Landlord's insurance costs or of leading to the cancellation of such insurance. If any insurance policy upon the Premises or the Property or Shopping Centre is cancelled or threatened to be cancelled by the insurer by reason of the use and occupation of the Premises or any part thereof by the Tenant or by any assignee, sub-tenant, concessionaire, or licensee of the Tenant, or by anyone permitted by the Tenant to be upon the Premises, the Landlord may at its option upon giving the Tenant 48 hours' written notice, terminate this Lease by notice in writing, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord or the Landlord may at its option and at the expense of the Tenant enter upon the Premises and rectify the situation causing such actual or threatened cancellation or rate increase.

(i) Business Hours Restriction

The Tenant shall not, during the Term, support the enacting or renewal of any bylaw or law amending business hours in or the operations of the Landlord on the Shopping Centre or Property.

(j) Advertising Assignment of Lease

The Tenant shall not print, publish, post, display, or broadcast any notice or advertisement with respect to the assignment of this Lease, the subletting of the Premises in whole or in part, or the sale of the business conducted thereon, nor permit any broker or other person to do any of the foregoing.

(k) Pest Control

In order to maintain satisfactory and uniform pest control the Tenant shall engage for the Premises at its sole cost and expense such pest extermination contractor from time to time as the Landlord directs.

6.2 **Specific Performance**

All the Tenant's covenants and obligations set forth in Section 6.1 are covenants and obligations designed for the mutual benefit and protection of commercial premises in the Property and Shopping Centre and to make the Shopping Centre attractive to the shopping public to the greatest extent possible. If the Tenant is in breach of any such covenants or obligations then, without prejudice to any other right or remedy which the Landlord may have under the terms of this Lease or otherwise at law or equity, the Landlord shall have the right to bring action in any court of competent jurisdiction against

the Tenant for a judgment or order directing the Tenant to remedy such breach and to observe and perform such covenant or obligation.

7. REPAIRS

7.1 Tenant Repair Covenants

(a) Tenant's Repairs

The Tenant shall at all times during the Term:

- (i) keep the Premises in good order and repair, as a prudent owner would do;
- (ii) keep all equipment and fixtures, including unattached trade fixtures, in the Premises in good order and repair and replace them when necessary, as a prudent owner would do, including, without limitation, the floor, exterior and interior doors, exterior storefronts, windows, plate glass, partitions, lighting, wiring, heating, ventilating, and air-conditioning (situate within the Premises), plumbing, sprinkler, mechanical and electrical equipment, and fixtures, including all the parts, wiring, and pipes thereof, within the Premises, and any improvements now or hereafter made to the Premises;

except for repairs for which the Landlord is responsible under Section 7.2;

(b) Painting

The Tenant shall keep the interior of the Premises well painted at all times in accordance with the reasonable requests of the Landlord from time to time, in such colours as shall have first been approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed.

(c) Landlord's Examination of Premises

The Landlord and any employee, servant, or agent of the Landlord shall be entitled, at any reasonable time during normal business hours and during any emergency, to enter and examine the state of maintenance, repair, and order of the Premises, all equipment and fixtures within the Premises and any improvements now or hereafter made to the Premises, and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs or replacements as may be found necessary from such examination. The failure of the Landlord to give such notice shall not relieve the Tenant from its obligation to keep the Premises and appurtenances in good order and repair and to make such replacements as may be necessary.

(d) Repairs by Designated Tradesmen

The Tenant shall, when necessary, and whether upon receipt of notice from the Landlord or not, effect and pay for such maintenance, repairs, or replacements as may be the responsibility of the Tenant under subsections 7.1(a) and 7.1(b), provided that no maintenance, repairs, or replacements to the structure, roof, any perimeter wall, the storefront, the sprinkler system, the heating, ventilating, air-conditioning, plumbing, electrical, or mechanical equipment, or the concrete floor

shall be made without the prior written consent of the Landlord, and in so doing the Tenant shall use contractors or other workmen designated or approved by the Landlord in writing, such approval not to be unreasonably withheld or delayed. In fulfillment of its obligation to repair and maintain the heating, ventilating, and air-conditioning equipment, the Tenant will enter into a maintenance contract with such firm or persons as are designated by the Landlord to regularly maintain and service such equipment and shall within 10 days of being requested to do so provide the Landlord with written evidence that it has so entered into such contract and will pay when due all sums owing to such firm or persons. If the Tenant fails to comply with the Landlord's request to effect repairs, replacements, decorations, or maintenance within the time provided for by the Landlord, the Landlord may cause such repairs, replacements, decorations, or maintenance to be undertaken and Section 14.5 shall apply.

(e) Repair at End of Term

At the end of the Term the Tenant shall deliver to the Landlord vacant possession of the Premises in the condition in which the Tenant is required to maintain the Premises by the terms of this Lease. This provision shall survive the expiration or earlier termination of the Lease.

(f) Fee for Supervision

Should the Landlord deem it necessary after giving written notice to the Tenant to undertake any repairs or to do anything which is required to be undertaken or done by the Tenant under this Lease, then the Tenant shall pay to the Landlord as a fee for supervision or carrying out the Tenant's obligation an amount equal to 15% of the moneys expended or of the cost of repairs or other work carried out by or under the supervision of the Landlord, which amount shall be in addition to the cost of such work or moneys expended.

(g) Landlord's Right to Enter for Repairs

The agents and representatives of the Landlord shall have the right to enter the Premises at all times during business hours to examine them, to make alterations or repairs as they shall deem necessary for the safety, preservation, proper administration, or improvement of the Premises, the Property, the Shopping Centre, and any premises adjoining the Premises.

7.2 **Landlord's Repair Covenants**

So long as the Landlord does not terminate this Lease or elect not to rebuild the Shopping Centre or Property under Section 7.3, the Landlord will:

(a) Landlord's Repairs

Maintain at its own expense, subject to specific repair obligations of the Tenant under this Lease, the structure of the roof, foundations, sub-floors, and outer walls (excluding exterior storefronts, if applicable, and the glass component thereof or other structural elements installed by or on behalf of the Tenant) of the Building;

(b) Common Areas and Common Facilities

Maintain in good order and repair the Common Areas and Common Facilities, normal wear and tear only excepted;

(c) Structural Defects

At its own expense repair any damage caused, in the opinion of the Architect acting reasonably, to the Premises by reason of a structural defect in the Building;

(d) Construction

Subject to Sections 3.1, 3.2, 3.4 and 7.3, at its own expense and cost, carry out and complete the Landlord's Work. The Landlord shall have the right at all times to enter the Premises for the purposes of performing the Landlord's Work. The Tenant acknowledges that the Landlord's Work and other work related to the Shopping Centre may require ongoing construction, noise, dust and disruption in proximity to the Premises and that there may be, from time to time, further subdivision, excavation and construction of and on lands adjacent to or in proximity to the Premises. The Tenant hereby waives all claims it may have now or in the future against the Landlord or UBC or any other entity involved in such work. The Landlord shall use commercially reasonable efforts to minimize the disturbances to the Tenant arising from such work; and

(e) Heating, Ventilating, and Air-Conditioning

Subject to subsections 7.1(a) and 7.2(b) and to Section 7.3, maintain and operate the HVAC System, and supply from the HVAC System to the Premises, conditioned air in accordance with the Landlord's standards from time to time so established, provided that if the Premises contains an independent heating, ventilating, and air-conditioning system, as so designated by the Landlord, the responsibility and expense for maintaining, operating, and replacing that system shall rest with the Tenant.

Notwithstanding anything in the Lease to the contrary, if the repairs described in this Section are required because of the negligent act or omission of the Tenant, or of its contractors, agents, or employees, the Tenant shall pay the cost of such repairs to the Landlord on demand as Additional Rental.

7.3 Damage Or Destruction

(a) Damage or Destruction

- (i) Subject to the Landlord's right of termination contained in this Section and subject to subsection 7.3(d), if the Premises or any part thereof are destroyed or damaged during the Term as a result of a casualty fully insured against by the Landlord, the Landlord shall repair the Premises to the standard set out in Schedule A - Landlord's Work. If such damage or destruction is not caused by an act or omission of the Tenant, or of a person for whom the Tenant is in law responsible, and if as a result of such occurrence the Premises cannot be used, in whole or in part, for the business of the Tenant, the Minimum Rental, or a proportionate part

thereof, according to the nature and extent of the destruction or damage sustained, shall be suspended until the Landlord repairs the Premises to the standard set out in Schedule A - Landlord's Work;

- (ii) If there is damage to 50% or more of the area of the Property or the buildings forming part of the Shopping Centre, or substantial destruction of the Property or the Shopping Centre (whether or not in either event the Premises are damaged), the Landlord may terminate this Lease by written notice to the Tenant to be given within 90 days after the occurrence of such damage or destruction. If such notice is given this Lease shall immediately terminate. If the Landlord has exercised its right of termination, the Tenant, after receipt of the notice of termination, shall forthwith deliver up possession of the Premises to the Landlord and make payment of the Rental due to the date of termination and the Tenant shall be entitled to no set off whatsoever, and specifically shall not be entitled to compensation for any undepreciated cost of inducements. All Rental shall be apportioned to the date of such termination, provided that such termination shall not affect the obligation of any guarantor to or indemnifier of the Landlord arising from obligations of the Tenant existing prior to the date of such notice of termination;
- (iii) The terms "**Shopping Centre**" and "**Property**" and "**Premises**", for the purposes of this Section shall be deemed not to include the improvements installed in the Premises under the provisions of Schedule A respecting Tenant's Work.

(b) Termination

If the Landlord fails to give notice of termination within the 90 days mentioned in subsection 7.3(a) and fails to complete the repair or reconstruction within 20 months after the occurrence of such damage to or destruction of the Premises or the Property or Shopping Centre, the Tenant shall have the right to give to the Landlord notice of termination of this Lease and thereupon, subject to payment of any Rental then due by the Tenant to the Landlord, this Lease shall forthwith cease and determine, provided that if the Landlord's failure to complete the repair or reconstruction within 20 months is due to some circumstance beyond the reasonable control of the Landlord, then the 20-month period shall be extended by the same number of days as the Landlord was delayed by such circumstance.

(c) Tenant's Obligation to Rebuild

Subject to subsections 7.3(a) and 7.3(b), if there is damage or destruction as contemplated by this Article, the Tenant shall at the request of the Landlord, repair and rebuild that part of the Premises so damaged or destroyed, in accordance with the provisions of Schedule A and Schedule B with all due diligence, but without the benefit of any allowances, inducements, or rent-free periods.

(d) Landlord's Obligation to Rebuild

Nothing in this Article 7 requires the Landlord to rebuild the Shopping Centre or any part thereof and if the Landlord elects to rebuild or repair the Shopping

Centre or any part, it may make such changes, alterations, modifications, adaptations, or extensions in, to, or of the original buildings or structures forming part of the Shopping Centre or part thereof, including the location of the Premises, as it in its sole discretion shall see fit.

8. COMMON AREAS

8.1 Use and Control of Common Areas

(a) Tenant's Use of Parking Areas

- (i) The Tenant acknowledges that there exists no designated parking available for the occupants or invitees of the Premises. There is street parking available along Wesbrook Mall, Birney Avenue and Shrum Lane, subject to any parking fees and regulations imposed by the UNA or any other authority having jurisdiction over such areas. In addition there will be surface and underground pay parking lot in the Shopping Centre which will be generally available for the use of customers and visitors of the Shopping Centre. However, throughout the Term, the Landlord shall make available for the Tenant, to use at its option, up to eight (8) parking stalls in the designated parking lot at 5923 Berton Avenue at the prevailing monthly rental rates, plus applicable taxes, which rental rates may be adjusted by the Landlord from time to time.
- (ii) The Landlord reserves the right to impose charges for the use of the parking areas in the Shopping Centre. Such charges shall be determined by the Landlord, having regard to the parking facilities provided, and may be in amounts sufficient in the judgment of the Landlord to discourage long-term and non-customer parking and to secure a sufficient turnover of parking spaces to accommodate the customers of the Property and the Shopping Centre.
- (iii) Parking shall be regulated by the Landlord in a reasonable manner, and the Tenant and its employees, suppliers, and other persons not customers shall abide by such regulations as may from time to time be established by the Landlord.

(b) Landlord's Right to Remove Vehicles

Should the Tenant, its employees, suppliers, and other persons not customers having business with the Tenant park vehicles in areas not allocated for that purpose, the Landlord shall have the right to remove such vehicles, and the Tenant will save harmless the Landlord from any and all damages arising therefrom, and the Tenant will pay the costs of such removal.

(c) Control of Common Areas and Common Facilities

The Landlord will have the right of control at all times, over the Common Areas and Common Facilities. Such control applies to signs, use of show windows, and the Tenant's publicity visible from the Common Areas and Premises. The Landlord shall have the right, at its option, to close the Property and Shopping Centre or parts thereof to the public and to all tenants outside regular business

hours of the Shopping Centre, as determined by the Landlord, Sundays and holidays included.

Notwithstanding the foregoing, the Landlord shall have the right to temporarily close the entire Shopping Centre during periods of civic unrest or at other times acting reasonably without any abatement of Rental.

Notwithstanding any other term of this Lease, the Landlord may designate any Common Areas or Common Facilities or portions thereof for the exclusive use of tenants of portions of the Property or Shopping Centre and allocate the cost of maintaining same to those tenants or any other group of tenants upon the Property or Shopping Centre (including the Tenant or other tenants of the Property) in its sole discretion.

(d) Merchandise on Common Areas

The Tenant shall not keep, display, or sell any merchandise on or otherwise obstruct or use any part of the Common Areas and Common Facilities, except as permitted by the Landlord.

(e) Changes to Common Areas and Common Facilities

The Landlord shall have the right, from time to time, to alter, expand, reduce or otherwise change the location, area, level, or arrangement of the Property, Shopping Centre and Common Areas and Common Facilities, including the parking areas, service entrances, loading and unloading facilities, driveways and sidewalks, and ingress to and egress from the Property, to make such changes or additions as in its sole discretion the Landlord may consider necessary or desirable, and to construct and erect additional buildings whether of a temporary or permanent nature or to enlarge or extend or contract or reduce or in any other way modify buildings on the lands upon which the Shopping Centre and Property are located, provided only that the Landlord shall at all times provide reasonable access to the Premises across and through the Property and Common Areas for the Tenant, its servants, agents, clients, and customers.

(f) Increase in Common Area Maintenance Cost

The Tenant shall not do or omit to do, or permit to be done or omitted, upon or about the Premises, anything which will cause the Additional Rental or Common Area Maintenance Cost to be increased. If the Additional Rental or Common Area Maintenance Cost shall be so increased, the Tenant shall pay the amount of such increase to the Landlord upon demand.

9. PROMOTION OF THE SHOPPING CENTRE

(a) Centre Name

The Tenant shall promote the name and logo or emblem which the Landlord may from time to time designate for the Shopping Centre in any advertisements or promotional material published or initiated by the Tenant if in the reasonable opinion of the Landlord such promotion would be of benefit to the Shopping Centre.

(b) Permits

The Tenant shall comply with all development and other permits issued or applicable to the Shopping Centre or any parts thereof, including without limitation the Property and the Premises. The Tenant shall obtain and maintain, and comply with, during the Term and any renewals or extensions thereof, all necessary permits and licenses required by applicable laws and the rules and regulations of the Municipal Authority Having Jurisdiction, now or hereafter in force, which pertain to the conduct of the Tenant's business in the Premises.

10. INSURANCE

10.1 Tenant to Insure

The Tenant will take out and keep in force during the Term, owned and non-owned automobile insurance with respect to all motor vehicles owned and/or operated by the Tenant in its business from the Premises, insurance upon all glass and plate glass in the Premises; whether installed by the Landlord or the Tenant, boiler and pressure vessel insurance, and a commercial all-risk insurance policy which shall cover damage to the stock-in-trade, furniture, fixtures, improvements (including leasehold improvements), and all other contents of the Premises to the full replacement cost thereof, and comprehensive general liability insurance in an amount not less than \$5,000,000 per occurrence or as may be reasonably required by the Landlord from time to time, and tenant's fire legal liability insurance to the replacement cost of the Premises, and with policies and insurers acceptable to the Landlord. Each policy shall name UBC Properties Investments Ltd. as trustee for UBC Properties Trust and The University of British Columbia as additional insureds as their interests may appear, and in the case of such public liability insurance shall contain a provision for cross-liability and severability of interest in favour of UBC Properties Investments Ltd. as trustee for UBC Properties Trust and The University of British Columbia. The insurance requirements and obligations set out in this Section **Error! Reference source not found.** may be mended from time to time in the Landlord's sole discretion.

Each policy shall provide that the insurer shall not have any right of subrogation against the Landlord or UBC on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Landlord, UBC or Tenant covered by such insurance. The cost or premium for each and every such policy shall be paid by the Tenant. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least 30 days prior to any cancellation or any material change. The Tenant shall, within 30 days of placing insurance, provide the Landlord with written evidence satisfactory to the Landlord of the existence of the insurance policies described in this Section, and a copy shall thereafter be provided to the Landlord annually.

Notwithstanding any other term in this Lease, including the above paragraphs in this Section 10.1, provided that the Tenant's present insurer and insurance policy in place at the time this Lease is entered into does not change, the Tenant shall not be subject to the above requirements in this Section 10.1 in respect of insurance coverage.

10.2 **Workers' Compensation**

If the nature of the Tenant's operations is such as to place all or any of its employees under the coverage of local workers' compensation or similar insurance, the Tenant shall also keep in force at its expense, so long as this Lease remains in effect, workers' compensation or similar insurance affording statutory coverage and containing statutory limits.

10.3 **No Insurable Interest in Landlord's Insurance**

Notwithstanding any contribution by the Tenant to the Landlord's insurance premiums as provided in this Lease, no insurable interest is conferred upon the Tenant under policies carried by the Landlord. The Landlord shall in no way be accountable to the Tenant regarding the use of any insurance proceeds arising from any claim and the Landlord shall not be obliged on account of such contributions to apply such proceeds to the repair or restoration of that which was insured. The Tenant shall insure for its own account and shall not look to the Landlord for reimbursement or recovery if there is loss or damage from any cause, whether or not the Landlord has insured and recovered therefor. The Tenant is not relieved of any liability arising from or contributed to by its negligence or its wilful acts or omissions, notwithstanding any contribution by the Tenant to the Landlord's insurance premiums.

10.4 **Landlord to Insure**

The Landlord shall throughout the Term carry or cause to be carried an all-risk policy with normal extended coverage endorsements in respect of the Property in a form and to the extent deemed necessary by the Landlord, on the Building and other buildings forming part of the Shopping Centre in an amount determined by the Landlord; provided however that the Landlord will not be required to insure any Anchor Tenants, or other premises against damage from Insurable Hazards if the respective tenants of such stores have taken out insurance policies in respect thereof which are satisfactory to the Landlord.

11. **TENANT ALTERATIONS**

11.1 **Painting and Decorations**

Upon prior written consent by the Landlord and, if applicable, of the Municipal Authority Having Jurisdiction, the Tenant may at any time and from time to time make such changes, alterations, additions, and improvements in and to the Premises as shall in the judgment of the Tenant better adapt the Premises for the purpose of its business; provided however that no changes, alterations, additions, or improvements to the structure, any perimeter wall, the storefront, the sprinkler system, the heating, ventilating, air-conditioning, plumbing, electrical, or mechanical equipment, the concrete floor, columns, or the roof shall be made without the prior written consent of the Landlord and without the use of contractors or other qualified workmen designated or approved by the Landlord in writing. Any structural alteration or alteration which requires tie-in to base systems of the Building will require the prior approval of the Landlord and the Landlord may require that such work be done by its contractors at the cost of the Tenant plus 15%. All changes, alterations, additions, and improvements, whether structural or otherwise, shall comply with all applicable statutes, regulations, or bylaws of any Municipal Authority Having Jurisdiction, or federal, provincial, municipal, or other

governmental authority. The Tenant shall pay to the Landlord the amount of the increase to any insurance coverage or Municipal Taxes to the extent that such increase is attributable to any action by the Tenant, and such insurance shall not thereby be made liable to avoidance or cancellation by the insurer by reason of such changes, alterations, additions, or improvements.

11.2 **Landlord's Property**

Subject to Section 3.6, at the end of the Term all changes, alterations, additions, and improvements made to or installed upon or in the Premises and which in any manner are attached in, to, on, or under the floors, walls, or ceilings, shall remain upon and be surrendered to the Landlord with the Premises as a part thereof and, upon affixation, these shall become the absolute property of the Landlord without any payment or indemnity by the Landlord to the Tenant.

If goods of the Landlord are, subsequent to the Commencement Date of Term, affixed to the Premises, such goods shall, forthwith upon affixation, become fixtures and the Tenant shall have no rights in and to such goods, under this Lease or otherwise.

11.3 **Prohibitions**

The Tenant and its employees, agents, or representatives may not enter upon the roof of the Building or any building in the Property or Shopping Centre for any reason, nor shall the Tenant make any repairs, openings, or additions to any part of the exterior of the Premises, nor place any attachments, decorations, signs, or displays in or upon any Common Areas without the prior written consent of the Landlord, failing which the Tenant will, in addition to the Landlord's other rights and remedies described in this Lease, be held responsible for all ensuing costs and damages including the cost of removing such items and the cost of any repairs needed as a result of such acts.

11.4 **No Charges**

The Tenant will not permit, do, or cause anything to be done to the Premises during the period of construction and fixturing of the Premises or at any other time which would allow any lien, certificate of pending litigation, judgment, or certificate of any court, or any mortgage, charge, conditional sale agreement, personal property security, or encumbrance of any nature whatsoever, to be imposed or to remain upon the title to the Property or Shopping Centre or the interest of the Landlord therein, the Premises or the Tenant's fixtures, trade fixtures, personal property, or leasehold improvements in the Premises. If any lien, charge, conditional sale agreement, personal property security, or other encumbrance is registered against the Property or Shopping Centre the Tenant shall, immediately cause them to be discharged whether by payment or giving security or in such other manner as may be permitted by law, and if this is not done within 10 days of receipt of written notice from the Landlord, the Landlord may, but shall not be required to, make any payments required to procure the discharge of such lien, charge, or encumbrance and the Tenant shall forthwith reimburse the Landlord for all such payments, including legal fees on a solicitor—client basis in connection therewith together with interest thereon at the rate specified in Section 14.6 from the date such expenses are incurred until paid.

12. PUBLIC UTILITIES, TAXES AND SERVICES LEVY

12.1 Public Utilities, Business Tax, and Machinery

The Tenant shall pay for the electricity, gas, other fuel, telephone, water, and other similar utilities consumed on the Premises and all business taxes, garbage taxes, licences, rates, and other charges, taxes, licences, or rates levied or assessed on or in respect of or in relation to the Tenant, the business carried on by the Tenant and the assets of the Tenant within the Premises, or in respect of any fixtures, machinery, equipment, or apparatus installed in the Premises or elsewhere in the Shopping Centre by the Tenant, including Municipal Taxes and the Services Levy which, in the Landlord's opinion, are attributable to improvements made by the Tenant whether such taxes, licences, charges, or rates are charged to the Landlord or to the Tenant, and including a 15% administration fee on those charges paid for and administered by the Landlord on behalf of the Tenant. The Tenant shall, upon request by the Landlord, deliver to the Landlord notices of assessments of such rates, levies, charges, and taxes and receipts for their payment.

12.2 Payment of Taxes and Services Levy

Subject to the rights which the Landlord has at law to contest Municipal Taxes, the Landlord will pay all Municipal Taxes including without limitation the Services Levy out of funds collected from the tenants in the Property or the Shopping Centre or portions thereof except to the extent tenants pay Municipal Taxes or the Services Levy directly.

12.3 Allocation of Municipal Taxes and Services Levy

If a separate allocation of Municipal Taxes is not issued by the relevant Taxing Authority with respect to the Premises, Common Areas, or Anchor Tenants premises, or any leaseable area located in the Shopping Centre, the Landlord may from time to time apply to the Taxing Authority for a determination of a separate allocation to be calculated, which determination shall be conclusive for the purposes of this Article. If the Landlord does not make such application or no such determination can be obtained from the Taxing Authority, the Landlord shall determine the portion, if any, of the Municipal Taxes attributable to the Premises, Common Areas, Anchor Tenants, or any leaseable area using either:

- (a) the then-current established principles of assessment employed by the Taxing Authority; or
- (b) such method of determination which the Landlord, in its sole discretion, shall choose;

which determination shall be conclusive and binding between the parties.

The Landlord shall also similarly allocate the Services Levy to the Premises, Common Areas, or Anchor Tenants premises, or any leaseable area located in the Property or Shopping Centre following receipt of the determination contemplated above from the Taxing Authority, or alternatively, concurrently with making the Landlord's own allocation of Municipal Taxes as set out above, using the same methodology to allocate the Services Levy as is used to allocate Municipal Taxes and the Tenant shall pay a portion of the Services Levy determined by the Landlord in a manner equivalent to the payment of Municipal Taxes with the intent that the Services Levy shall be treated, for the

purposes of Landlord recovery, in the same way as Municipal Taxes as part of Municipal Tax Cost.

12.4 **Services Levy**

It is understood and agreed that the Services Levy is intended to be calculated by the Municipal Authority Having Jurisdiction or other Taxing Authority in each year by multiplying the difference between the municipal general and debt tax rate of the City of Vancouver levied on the commercial property class used for businesses pursuant to the Vancouver Charter minus the Provincial rural service rate levied on the commercial property class used for businesses pursuant to the *Taxation (Rural Area) Act* as amended from time to time, or any legislation substituted therefor times the net taxable value of that portion of the Property or Shopping Centre and Building or buildings that are subject to Municipal Taxes, and if the net taxable value of such portion of the Property or Shopping Centre and Building or buildings is nil, then times the assessed value of such portion, in both cases as prepared by the B.C. Assessment Authority. If the Property or Shopping Centre ever become part of a municipality or the UEL, the Services Levy shall be replaced by the local governing body's taxes which shall be paid direct to such local governing body. Without limiting what the Landlord can use the amounts collected on account of the Services Levy for, it is understood and agreed that the amounts collected by the Municipal Authority Having Jurisdiction or other Taxing Authority on account of the Services Levy can be used by the Municipal Authority Having Jurisdiction or other Taxing Authority, at its sole discretion, to pay for without limitation:

- (a) the supply of utilities, including, without limitation, water, sewer, telephone, cable, electricity and gas;
- (b) the types of infrastructure and public amenities on the Campus referred to in the definition of Services Levy;
- (c) upgrades to such infrastructure and public amenities as may be required from time to time on lands off the Campus, to permit development on the Campus to proceed;
- (d) such other types of infrastructure and public amenities as municipalities, generally, provide or may come to provide during the Term; and
- (e) a stabilization fund which may be created by the Municipal Authority Having Jurisdiction or other Taxing Authority if they decide that it would be prudent to do so, for the purpose of enabling the Municipal Authority Having Jurisdiction or other Taxing Authority to have sufficient funds in reserve to enable the Municipal Authority Having Jurisdiction or other Taxing Authority to pay for infrastructure and public amenities should there be a shift in the ratio from time to time of the municipal general and debt tax rate of the City of Vancouver levied on the commercial property class used for businesses pursuant to the Vancouver Charter to the Provincial rural service rate levied on the commercial property class used for businesses pursuant to the *Taxation (Rural Area) Act* as amended from time to time, or any legislation substituted therefor.

It is understood and agreed that notwithstanding anything set out in this Lease, it is the intention that the overall level of taxation on the Property and Shopping Centre, will be approximately equal to the overall level of taxation on lands and buildings situate in the

City of Vancouver having an assessed value equal to the assessed value of the Property and Shopping Centre, and that if the City of Vancouver is charging separately for services, whether or not they were formerly included in the real estate taxes, or charging for new services, then the Municipal Authority Having Jurisdiction may also charge separately for such services, or charge for new services, to the effect that there will be no significant difference in the total costs for taxes and services of similarly assessed properties whether located within the City of Vancouver or within the Campus. To the extent that the Landlord does not recover the cost of providing a service in any separate charge that is made therefor, the Landlord may recover the balance from the Services Levy collections.

12.5 **Value Added Tax**

The Tenant shall pay to the Landlord an amount equal to all goods and services taxes, sales taxes, value added taxes, business taxes, or any other taxes imposed with respect to Rental payable by the Tenant to the Landlord under this Lease, or in respect of the rental of space under this Lease, whether characterized as a goods and services tax, sales tax, value added tax, business transfer tax, harmonized sales tax or otherwise ("**Sales Taxes**"), it being the intention of the parties that the Landlord shall be fully reimbursed by the Tenant with respect to any and all Sales Taxes at the full tax rate applicable from time to time in respect of the Rental or the rental of space. The amount of sales taxes so payable by the Tenant shall be calculated by the Landlord in accordance with the applicable legislation and shall be paid to the Landlord at such time or times as the Landlord from time to time determines. The Landlord shall have all of the same remedies for and recovery of Sales Taxes as it has for recovery of Rental under this Lease.

13. **EXCLUSION OF LIABILITY AND INDEMNITY**

13.1 **Exclusion of Liability**

(a) Tenant's Property

The Landlord, its agents, servants, and employees shall not be liable for damage or injury to any property of the Tenant which is entrusted to the care or control of the Landlord, its agents, servants, or employees and this waiver shall extend to UBC in its capacity as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction.

(b) Personal or Consequential Damages

The Landlord, its agents, servants, and employees and UBC in its capacity as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction, shall not be liable nor responsible in any way for any personal or consequential injury of any nature whatsoever, including death, that may be suffered or sustained by the Tenant or any employee, agent, customer, invitee, or licensee of the Tenant or any other person who may be upon the Shopping Centre, or for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while such property is in the Shopping Centre, and in particular neither the Landlord nor UBC in its capacity as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction, shall be liable for any

damages of any nature whatsoever to any such person or property caused by the failure, by reason of a breakdown or other cause, to supply adequate drainage, electricity, or snow or ice removal, or by reason of the interruption of any public utility or service, any interruption in the heating, ventilating, and air-conditioning system, or if steam, water, rain, or snow leaks into, issues, or flows from any part of the Shopping Centre, or from the water, steam, sprinkler, or drainage pipes or plumbing works, or from any other place or quarter, or for any damage caused by anything done or omitted to be done by any tenant, but the Landlord shall use all reasonable diligence to remedy such condition, failure, or interruption of service when not directly or indirectly attributable to the Tenant, after receiving notice thereof, when it is within its power and obligation so to do. The Tenant shall not be entitled to any abatement of Rental in respect of any such condition, failure, or interruption of service and this waiver shall extend to UBC as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction.

(c) **Landlord Entering Premises**

Neither the Landlord nor its agents, servants, employees, or contractors shall be liable for any damage suffered to the Premises or the contents thereof by reason of the Landlord, its agents, employees, or contractors entering upon the Premises to examine them or to carry out any work or in the case of any emergency and this waiver shall extend to UBC as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction.

13.2 Indemnification

The Tenant will indemnify and save harmless the Landlord and UBC in its capacity as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction, against and from any and all claims, including without limitation all claims for personal injury or property damage arising from the tenancy granted by this Lease or from any default by the Tenant in the observance or performance of any of its covenants and agreements or from any act, or omission of the Tenant or any employee, agent, customer, invitee, or licensee of the Tenant, and against, and from all costs, legal and other fees, expenses, and liabilities incurred in respect of any such claim or any action or proceeding brought, and this indemnity shall survive the expiration or sooner determination of the Term and this waiver shall extend to UBC as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction.

14. LANDLORD'S RIGHTS AND REMEDIES

14.1 Default

If and whenever the Rental, or any part thereof, shall not be paid on the day appointed for payment thereof, whether demanded or not, or in the case of breach or non-observance or non-performance of any of the covenants, agreements, provisos, conditions, or the Landlord's Rules and Regulations on the part of the Tenant to be kept, observed, or performed, or in case the Premises shall be vacated or remain unoccupied for five days, or if, without the written consent of the Landlord, the Premises shall be used by any person other than the Tenant, or for any purpose other than that for which they were let, or in case the Term shall be taken in execution or attachment for any cause whatever, then and in every such case it shall be lawful for the Landlord at any

time thereafter to enter into and upon the Premises or any part thereof in the name of the whole and to repossess the Premises, notwithstanding anything contained in this Lease to the contrary. Whenever the Landlord shall be entitled to re-enter the Premises it may, at its option and without limiting its other remedies, terminate the Lease, reserving a right to claim all costs (on a solicitor and client basis), losses, damages, and expenses arising from the Tenant's breach.

14.2 **Bankruptcy**

If, during the Term, any of the goods or chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant, or if a receiver or receiver-manager is appointed in respect of any property of the Tenant or the Tenant shall make any assignment for the benefit of creditors or shall make any bulk sale or become bankrupt or insolvent or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, or if the Tenant receives from any of its secured creditors a notice under any legislation from benefit of insolvent debtors, including without limitation the *Companies Creditors Arrangements Act* as amended from time to time, or any legislation substituted therefor advising the Tenant that the secured creditor intends to realize upon security located at the Premises, or if the Tenant is a corporation and any order shall be made for the winding-up of the Tenant or other termination of the corporate existence of the Tenant, then in any such case at the option of the Landlord this Lease shall cease and determine and the Term shall immediately become forfeited and void and the then-current month's Rental and the next ensuing three months' Rental shall immediately become due and be paid together with any arrears then unpaid and any other amounts owing to the Landlord by the Tenant, and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Premises and become the owner of and remove the Tenant's effects therefrom, notwithstanding, any statute or law to the contrary and without prejudice to all other rights, remedies, and recourses of the Landlord.

14.3 **Payment of Landlord's Expenses**

If at any time an action is brought or the Landlord is otherwise required to employ the services of a bailiff, an agent, or its solicitors for recovery of possession of the Premises, recovery of Rental or any part thereof, or because of a breach by act or omission of any of the Tenant's covenants, the Tenant shall pay to the Landlord all expenses incurred by the Landlord in the enforcement of its rights and remedies under this Lease (including the Landlord's administrative costs) together with interest thereon at the rate specified in Section 14.6 from the date such expenses are incurred until paid, whether or not any formal proceedings in or before any court, arbitrator, or other tribunal shall have been initiated.

14.4 **Right of Landlord to Re-Let**

If the Premises shall be deserted or vacated or the Tenant is not carrying on business in the Premises, the Landlord may enter them as the agent of the Tenant either by force or otherwise, without being liable to any prosecution therefor and without terminating this Lease, to make such alterations and repairs as in the Landlord's opinion are necessary to facilitate a re-letting of the Premises, and to re-let the Premises as the agent of and at risk of the Tenant and to receive the Rental therefor. Upon each such re-letting, all Rental received by the Landlord from such re-letting shall be applied: first, to the payment of any indebtedness other than Rental due under this Lease from the Tenant to

the Landlord; second, to the payment of any costs and expenses of such re-letting, including brokerage and solicitor's fees, and of costs of any alterations and repairs; and third, to the payment of Rental due and unpaid under this Lease. The residue, if any, shall be held by the Landlord and applied in payment of future Rental as such Rental becomes due and payable under this Lease. If such Rental received from such re-letting during any month is less than that to be paid during that month by the Tenant under this Lease, the Tenant shall pay any such deficiency, which shall be calculated and paid monthly in advance on or before the first day of each and every month. No such re-entry or taking possession of the Premises by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to the Tenant.

14.5 **Right of Landlord to Perform Tenant's Covenants**

If at any time the Tenant defaults in the observance or performance of any of its covenants or agreements, the Landlord may, without waiving or releasing the Tenant from its obligations under this Lease, itself observe and perform the covenant or agreement which the Tenant has failed to observe or perform, including making payments which the Tenant has failed to make, and all costs and expenses incurred by the Landlord in the observance or performance of such covenant or covenants including legal costs as between solicitor and own client, and any moneys so paid by the Landlord will bear interest at the rate specified in Section 14.6 from the date such moneys are paid until repaid by the Tenant to the Landlord and shall be a charge on the Premises in favour of the Landlord in priority to the interest of the Tenant under this Lease and of any person claiming through or under the Tenant, and all such costs, expenses, and moneys and interest thereon shall be payable forthwith by the Tenant to the Landlord, and they shall be treated as Additional Rental due and payable to the Landlord, and the Landlord shall have the same rights and remedies and may take the same steps for recovery thereof as for the recovery of Additional Rental in arrears. If the Tenant shall in good faith dispute the amount or propriety of any such claim made upon it and if in the Landlord's opinion forfeiture of or the registration of a lien against the Property will not result from non-payment, then the Landlord shall not pay them until such dispute has been resolved either by agreement of the Tenant or by the decision of a competent authority, and then only if the Tenant has failed for 10 days or more to pay them.

14.6 **Interest**

The Tenant shall pay to the Landlord interest at the rate equal to 3% per annum above the Prime Rate on all payments of Rental which have become overdue so long as such payments remain unpaid.

14.7 **Right of Landlord to Seize**

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, the Landlord may seize and sell (either by public or private sale) all of the Tenant's goods and property which at any time have been located within the Premises, and apply the proceeds of such sale to any outstanding Rental and to the costs of the seizure and sale in the same manner as might have been done if such law had not been passed. If the Tenant leaves the Premises, and any Rental remains unpaid, the Landlord, in addition to any remedy otherwise provided by law, may follow, seize, and sell such goods and property of the Tenant at any place to which the Tenant or any other

person may have removed them, in the same manner as if such goods and property had remained upon the Premises.

14.8 Non-Waiver

No condoning, excusing, or overlooking by the Landlord or Tenant of any default, breach, or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant or agreement contained in this Lease shall waive the Landlord's or the Tenant's rights under this Lease in respect of any continuing or subsequent default, breach, or non-observance, or so as to defeat or affect in any way the rights of the Landlord or the Tenant described in this Lease with respect any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

14.9 Bankruptcy and Insolvency Act

The Tenant will not under any circumstances file any notice of termination or disclaimer seeking to take advantage of the *Bankruptcy and Insolvency Act*, as amended from time to time, or any legislation substituted therefor, and waives any and all rights to do so. If, in breach of this Section, the Tenant files such a notice, the Landlord may, in addition to all of its other remedies, produce and rely on this Section in challenging the validity of the notice in the court proceedings contemplated by the Bankruptcy and Insolvency Act as amended from time to time, or any legislation substituted therefor, and the Landlord may, in those or any other proceedings, apply for injunctive or other relief against the Tenant filing the notice.

14.10 Remedies Cumulative

All rights and remedies of the Landlord in this Lease are cumulative and not alternative.

15. MORTGAGES AND ASSIGNMENTS BY LANDLORD

15.1 Sale or Financing of Shopping Centre

The rights of the Landlord or UBC under this Lease or the Head Lease may be mortgaged, charged, transferred, or assigned at any time and from time to time to a purchaser or to a mortgagee or trustee for bond holders, and if there is a sale or default by the Landlord or UBC under any mortgage, trust deed, or trust indenture and the purchaser, mortgagee, or trustee, as the case may be, duly enters into possession of the Shopping Centre or the Property or the Premises or the Head Lease, the Tenant shall attorn to and become the tenant or subtenant of such purchaser, mortgagee, or trustee under the terms of this Lease if required by the Landlord or UBC. The Tenant shall, at the request of the Landlord or UBC, provide a written acknowledgement of receipt of a notice of assignment by the Landlord or UBC.

15.2 Subordination

This Lease is subject and subordinate to all mortgages, trust deeds, or trust indentures which may now or at any time hereafter affect in whole or in part the Premises or the Shopping Centre or the Property and whether or not any such mortgage, trust deed, or trust indenture shall affect only the Premises or the Shopping Centre or the Property or shall be a blanket mortgage, trust deed or trust indenture affecting other lands and

premises as well. This Lease shall also be subject and subordinate to all renewals, modifications, consolidations, replacements, and extensions of any such mortgage, trust deed, or trust indenture. The Tenant shall execute promptly upon request by the Landlord or UBC any certificate, instruments of postponement or attornment, or other instruments which may from time to time be requested to give effect to such subordination or agreement to attorn but only if the mortgagee or trustee agrees to permit the Tenant to continue in occupation of the Premises until this Lease is terminated. The Tenant irrevocably appoints the Landlord as the attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the name of the Tenant.

15.3 **Estoppel Certificate**

If the Landlord or UBC requests the Tenant to provide an estoppel certificate upon any sale, assignment, lease, or mortgage of the Premises or the Property or the Shopping Centre or Head Lease or any interest therein, the Tenant shall deliver, in a form supplied by the Landlord or UBC, an estoppel certificate to any proposed mortgagee, assignee, lessee, or purchaser, or to the Landlord or UBC, within 10 days of a written request for such certificate, stating:

- (a) that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements, or if this Lease is not in full force and effect, the certificate shall so state;
- (b) the Commencement Date of Term;
- (c) the Commencement Date of Rental Payment and the date to which Rental has been paid under this Lease;
- (d) whether or not there is any existing default by the Tenant in the payment of any Rental and whether or not there is any other existing or alleged default by either party under this Lease, and if there is any such default, specifying the nature and extent thereof;
- (e) whether there are any set-offs, defences, or counter-claims against enforcement of the obligations to be performed by the Tenant under this Lease;
- (f) with reasonable particularity, details respecting the Tenant's and any indemnifier's financial standing and corporate organization; and
- (g) with reasonable particularity, any other details reasonably requested by the Landlord or UBC.

15.4 **Assignment By Landlord**

The Landlord or UBC may undertake a sale or lease or assignment or other dealing in the Shopping Centre or the Property or the Head Lease or a portion thereof including the Premises, and to the extent that such purchaser, lessee under such lease, or assignee has assumed the covenants and obligations of the Landlord under this Lease, the Landlord shall, without further written agreement, be released from liability for such covenants and obligations.

If the Landlord or UBC transfers only the Property or if applicable the Head Lease or a portion thereof, all references to the Shopping Centre, to the extent the Shopping Centre is not as well transferred as part of the same transaction, shall be modified in this Lease to reflect that the transferee will have no interest in the transferred portion with the intent that the Property will thereafter be treated for all purposes under this Lease as a site separate and apart from the transferred portion, and the Tenant will sign a modification of this Lease if required by the Landlord or any transferee to reflect, acting reasonably, any such changes.

15.5 Re-Survey

If the Property or Shopping Centre is re-surveyed or amended upon completion of construction, expansion, or alteration or addition or deletion to the Building or other buildings on the Shopping Centre or the Property or the Shopping Centre or the lands related thereto, and if a new subdivision plan of the Property or Shopping Centre is filed in the appropriate land title office, the Tenant, if required, will execute and deliver all necessary plans and amendments to this Lease or the Schedules hereto and will upon the request of the Landlord and at the cost and expense of the Landlord execute all such further acts, deeds, and assurances as may be required by the Landlord.

16. OVERHOLDING TENANT

16.1 Overholding Tenant

If the Tenant remains in possession of the Premises after the end of the Term and without the execution and delivery of a new lease, there shall be no tacit renewal of this Lease or the Term, and the Tenant shall be deemed to be occupying the Premises as a tenant from month to month, at a monthly rent payable in advance on the first day of each month equal to the sum of:

- (a) two times the Minimum Rental payable during the last 12 months of the Term;
and
- (b) the Additional Rental, payable under this Lease during the last 12 months of the Term;

and otherwise on the same terms, conditions, and provisos as are set out in this Lease to the extent that they are applicable to a monthly tenancy.

17. QUIET ENJOYMENT

17.1 Quiet Enjoyment

If the Tenant pays the Rental and performs its covenants and agreements as required by this Lease, it may, subject to the terms of this Lease, peaceably possess and enjoy the Premises for the Term without any interruption or disturbance from the Landlord or any person claiming under it.

However, in no event shall the Tenant receive an abatement or discount in Rental because of construction occurring on, or in proximity to, the Property or Shopping Centre.

18. LEGAL RELATIONSHIP

18.1 No Partnership

It is understood and agreed that nothing contained in this Lease nor any act of the parties shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

18.2 Several Tenants

Should the Tenant comprise two or more persons, each of them shall be jointly and severally bound with the other or others for the due performance of the obligations of the Tenant under this Lease. References to the Landlord and the Tenant shall be read with such changes in gender as may be appropriate and, when appropriate, the singular shall mean the plural and vice-versa.

18.3 Successors and Assigns

Subject to the provisions of this Lease respecting assignment, this Lease shall enure to the benefit of and be binding upon the Landlord, its successors and assigns, and the heirs, executors, administrators, and other personal legal representatives, successors, and permitted assigns of the Tenant.

19. NOTICE

Any notice, demand, request, consent, or objection required or contemplated to be given or made by any provision of the Lease shall be given or made in writing and either delivered personally or sent by facsimile addressed to the Landlord at the address for the Landlord set out on the first page of this lease with a copy to the Landlord's Agent described in the Summary of Basic Lease Provisions or addressed to the Tenant at the address referred to in the Summary of Basic Lease Provisions or to such other address and facsimile number in Canada that either party may from time to time notify the other in writing. The time of giving or making such notice, demand, request, consent, or objection shall be, if delivered, when delivered or, if facsimile transmission, when sent. If in this Lease two or more persons are named as Tenant, such notice, demand, request, consent, or objection shall be sufficiently given or made if and when given to any one of such persons.

20. GENERAL CONDITIONS

20.1 Garbage, Debris

The Premises shall be kept by the Tenant in a clean, tidy, and sanitary condition and free from rodents, vermin, and the like, and no debris, garbage, trash, or refuse shall be placed or left on any part of the Shopping Centre, but shall be deposited by the Tenant in areas and at times and in a manner designated by the Landlord from time to time. If any of these items are perishable, they shall be kept in a properly refrigerated area provided at the cost of the Tenant. The Tenant shall pay any costs for removal of such items additional to the removal service provided by the Landlord or by the Municipal Authority Having Jurisdiction. If such costs are billed to and paid by the Landlord, the Tenant shall pay such costs to the Landlord on demand together with an administration fee equal to 15% of the total of such costs.

20.2 Environmental Matters

The Tenant shall not use the Premises or permit any activities thereon, to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process any Hazardous Substances or pollutants or special wastes whatsoever, unless as specifically permitted in writing by the Landlord. The Tenant shall treat all Hazardous Substances, pollutants wastes and other materials and substances disposed of, in compliance with all appropriate laws, regulations and orders. The Landlord may conduct, or have conducted, an environmental assessment of the Premises. If such an assessment indicates the presence (or previous and/or continuing release) of any Hazardous Substances or pollution, the Tenant shall undertake at its own expense remediation work that complies with the applicable or relevant and appropriate requirements of all federal, provincial, municipal and local laws. The Tenant indemnifies and saves harmless the Landlord from any damage whatsoever caused by such Hazardous Substances or polluting materials brought onto the Premises, Building or Shopping Centre by the Tenant or those for whom the Tenant is responsible.

20.3 Compliance With Laws

The Tenant shall comply with and abide by all municipal, federal, provincial and other applicable laws, bylaws, rules, regulations, ordinances, orders, and requirements, including UBC's Rules and Regulations, in connection with the Premises, and all equipment, machinery, and other facilities therein, and the Tenant's use, occupation, condition, maintenance, alterations, and repairs thereof, and the Tenant's use, storage, disposal, and clean-up of Hazardous Substances, whether or not in force at the date of this Lease and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officers of the Municipal Authority Having Jurisdiction or other agencies, whether municipal, federal, or provincial, having jurisdiction, or the insurers of the Landlord. If the Tenant fails to comply with the foregoing provisions, the Landlord may comply on behalf of the Tenant and collect the expense for such work from the Tenant in the same manner as arrears of Additional Rental.

20.4 Rules and Regulations

- (a) Landlord's Rules and Regulations: The Tenant will abide by any and all rules and regulations which may from time to time be established by the Landlord for the Building, Property or the Shopping Centre (the "**Landlord's Rules and Regulations**"). The rules and regulations set forth in Schedule F shall be the Landlord's Rules and Regulations in force until amended by the Landlord. The Landlord shall not be responsible to the Tenant for the non-observance or violation by any other tenant of the Landlord's Rules and Regulations.
- (b) UBC's Rules and Regulations: The Tenant covenants with the Landlord that, notwithstanding any other provision of this Lease to the contrary, throughout the Term the Tenant will comply with all provisions of law including, without limitation, municipal, regional, provincial and federal legislative enactments including, without limitation, all police, fire and sanitary regulations, zoning and building by laws, and any municipal, regional, provincial, federal, other governmental regulations or regulations of The University of British Columbia, including, without limitation, UBC's Rules and Regulations. The Landlord shall not be responsible to

the Tenant for the non-observance or violation by any other tenant of UBC's Rules and Regulations.

20.5 **Apportionment of Rent**

If this Lease is terminated prior to the end of the Term, then without prejudice to any other rights of the Landlord, the Rental shall be apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; provided that, and notwithstanding such termination, if at the date of such termination the actual amount of the Rental cannot be exactly ascertained, the Tenant shall pay to the Landlord the amount of the Rental as estimated by the Landlord and forthwith upon the exact amount of such sum being ascertained, the Landlord and the Tenant shall make any required readjustments.

20.6 **Relocation of Premises**

The Landlord may alter the configuration of the Premises or change the location of the Premises if such alteration or relocation is necessary, in the opinion of the Landlord, for the efficient operation of the Property or Shopping Centre and will not materially and adversely affect the business of the Tenant carried on from the Premises, provided the Tenant is reimbursed for all out-of-pocket costs actually incurred relating to such alteration or relocation.

20.7 **Energy Conservation**

- (a) The Tenant will:
 - (i) cooperate with the Landlord in the conservation of all forms of energy in the Property and Shopping Centre, including the Premises;
 - (ii) comply with all laws, bylaws, regulations, and orders relating to the conservation of energy and affecting the Premises or the Property or Shopping Centre; and
 - (iii) at its own cost and expense comply with all reasonable requests and demands of the Landlord made with a view to such energy conservation, provided that such requests are made in accordance with good management practice and would be made by a prudent owner of like property of like age.
- (b) All costs and expenses paid or incurred by the Landlord in complying with such laws, bylaws, regulations, and orders shall be included in the Common Area Maintenance Cost.
- (c) The Landlord shall not be liable to the Tenant in any way for any loss, costs, damages, or expenses, whether direct or consequential, paid, suffered, or incurred by the Tenant as a result of any reduction in the services provided by the Landlord to the Tenant or to the Building as a result of the Landlord's compliance with such laws, bylaws, regulations, or orders.

21. TENANT TRANSFERS

21.1 Tenant Transfer

The Tenant shall not be entitled to assign or sublet or otherwise part with possession (the "**Transfer**") of all or any part of the Premises, without the prior written consent of the Landlord which consent may be unreasonably withheld.

21.2 Minimum Rental to Increase

If the Tenant obtains the written consent of the Landlord to a Transfer, the Landlord may amend this Lease as of the date of such Transfer to provide that the Minimum Rental payable under the Lease, shall at the effective date of the Transfer be the greater of: (i) the then fair market net rental for the Premises as determined by Landlord taking into account the then actual rental rates for comparable, improved retail premises within the Shopping Centre and within similar types of shopping centres (if any) within a comparable trading area, or (ii) the average of the aggregate of Minimum Rental paid or payable by Tenant for the two (2) calendar years immediately preceding the date of the Transfer (hereinafter called the "Transfer Date"), or, if less than two (2) calendar years have elapsed from the Commencement Date of Term to the Transfer Date, or there has been an abatement of rent during the said two (2) calendar years, the Minimum Rental payable by the transferee, or Tenant in the case of a sublease or licence will be increased to be equal to the product obtained by multiplying 365 by the average daily Minimum Rental paid or payable during the period in question (excluding from such calculations, all rental and all days during which there has been an abatement of rent); provided that Tenant and transferee will not be thereby relieved from paying any greater Minimum Rental as may be otherwise specified in this Lease.

21.3 Change of Control of Tenant

A change in control of the Tenant shall be deemed a transfer which requires the written consent of the Landlord. If the Tenant is a private corporation or is not a reporting corporation and if by the sale, encumbering, or other disposition of its securities the control or the beneficial ownership of the Tenant is changed at any time during the Term, the Landlord may, at its option, cancel this Lease and the Term granted by this Lease, unless it consents to such change of control.

21.4 No Release

Notwithstanding any Transfer, the Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

21.5 Excess Rental

No Transfer shall be made or proposed if the Rental or other consideration to be received by the Tenant from the Transferee exceeds that stipulated in this Lease as being payable by the Tenant to the Landlord, unless the Tenant undertakes to pay such excess to the Landlord.

21.6 Operation of Law

The prohibition against a Transfer, without the consent required by this Article, shall be construed to include a prohibition against:

- (a) any Transfer by operation of law; and
- (b) a mortgage of this Lease by the Tenant either by way of assignment or sublease and in such event, the provisions of this Article shall, mutatis mutandis, apply to such mortgage.

21.7 No Waiver

The consent by the Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer.

21.8 Consent Extinguished

The right to enter into a Transfer by the Tenant shall extinguish upon the first consent by the Landlord. The Transferee or occupant shall have no further right to assign the Lease or sublet the whole or any part of the sublet premises.

22. EXPROPRIATION

22.1 Expropriation

The Landlord and Tenant shall co-operate in respect of any "public taking" of the Premises or any part thereof so that each of them may receive the maximum award to which respectively they are entitled in law. In this Section, the words "public taking" shall include expropriation and condemnation and shall include a sale by the Landlord to an authority with powers of expropriation, condemnation, or taking in lieu of or under the threat of expropriation, condemnation, or taking.

23. LANDLORD'S LIABILITY

23.1 Landlord's Liability

If the Landlord consists of more than one entity, the liability under this Lease of each of the entities comprising the Landlord shall, in every case, be several and not either joint or joint and several and shall be limited to liability for a portion of the total liability equal to the respective ownership proportions of each entity from time to time.

24. MISCELLANEOUS

24.1 No Offer

The Landlord shall not be deemed to have made an offer to the Tenant by furnishing to the Tenant a copy of this Lease with particulars inserted. Notwithstanding that Rental may be received by the Landlord, no contractual or other rights shall exist or be created between the Landlord and Tenant until all parties to this Lease have executed and delivered it.

24.2 Management of Shopping Centre

The Landlord may appoint a manager or agent for the Shopping Centre or Property and upon notice to the Tenant of any such appointment, such manager or agent shall be the person at the Shopping Centre authorized to deal with the Tenant. Until further notice the agent referred to in the Summary of Basic Lease Provisions shall be the agent for the Landlord.

24.3 Showing Premises

The Landlord may at any time within 180 days before the end of the Term or earlier termination thereof enter the Premises and bring others at all reasonable hours for the purpose of offering them for rent.

24.4 Time of the Essence

Time shall be of the essence in this Lease.

24.5 Captions

The headings or captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Lease or any of its provisions.

24.6 Governing Law

This Lease shall be construed and governed by the laws of the province of British Columbia and the laws of Canada which are applicable therein, and the Tenant shall attorn to the jurisdiction of the courts of British Columbia.

24.7 Covenants

All of the provisions of this Lease shall be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section.

24.8 Survival of Covenants

All obligations of the Tenant which by their nature require all or part of their performance or fulfilment after the expiry or termination of the Lease shall (whether specifically provided for in this Lease or not) survive the expiry or termination of the Lease.

24.9 Severability

Should any provision or provisions of this Lease or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from this Lease, and its remaining provisions and conditions shall remain in force and be binding upon the parties as though such provision or provisions or conditions had never been included.

24.10 Entire Agreement

The Tenant acknowledges that there have been no representations made by the Landlord which are not set out in this Lease, that the plans attached as Schedules set forth the general layout of the Property and Building and Shopping Centre and the

adjoining lands and buildings and shall not be deemed to be a representation or agreement of the Landlord that the Property or Shopping Centre and the adjoining lands and buildings will be exactly as indicated on such plans, and that nothing contained in this Lease shall be construed so as to prevent the Landlord or UBC from adding additional lands to the Property or Shopping Centre which upon such addition shall be included in the definition of "**Shopping Centre**" or "**Property**" as applicable. The Landlord or UBC may transfer, add to or dispose of portions of the Property or Shopping Centre or dedicate or transfer to or from the Municipal Authority Having Jurisdiction or government authorities lands for road widening and other purposes and when and so often as the Landlord or UBC shall transfer, add to, dispose of or dedicate any portion of the Property or Shopping Centre, then the reference in this Lease to "**Shopping Centre**" or "**Property**" as appropriate shall if so determined by the Landlord in its sole discretion, mean and refer to the portion of the Shopping Centre or Property remaining after any such transfer, addition to, disposition, or dedication together with any adjacent land which may be acquired by the Landlord or UBC on any such transfer, addition to, disposition, or dedication.

This Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing duly signed by the Landlord and the Tenant.

24.11 **Net Lease**

This Lease shall be a completely carefree net lease for the Landlord except as shall be otherwise provided in the specific provisions contained in this Lease, and the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the Premises, Property and Shopping Centre, and the Tenant, except as otherwise provided in the specific provisions of this Lease, shall pay all, or a proportionate part of, as the case may be, charges, impositions, and costs of every nature and kind relating to the Premises, Property and Shopping Centre whether or not referred to in this Lease and whether or not within the contemplation of the Landlord and the Tenant.

24.12 **Registration of Tenant**

If at any time during the Term the Tenant is or becomes a corporation which, under the laws of the province of British Columbia, is required to be registered or extra-provincially registered, as the case may be, under the *Business Corporations Act*, as amended from time to time, or any legislation substituted therefor or any other legislation in order to carry on business in the province of British Columbia in the manner contemplated by this Lease, or to hold the leasehold interest granted by this Lease throughout the Term, the Tenant shall obtain such registration as is required and shall promptly and at its sole cost and expense take all steps necessary to maintain such registration in good standing throughout the Term. The Tenant shall from time to time, at the request of the Landlord, provide the Landlord with evidence satisfactory to the Landlord and its solicitors of the status and the particulars of any such registration, or the basis on which the Tenant is not obligated to be registered.

24.13 **Registration of Lease**

The Landlord shall not be required to provide a copy of this Lease in a form that is registrable against title to the Property at the Land Title Office, and the Tenant agrees

not to register this Lease against title to the Property at the Land Title Office except in accordance with the terms of this Section.

If the Landlord requires this Lease to be registered, whether or not in priority to any mortgage, trust deed, or trust indenture which may now or any time hereafter affect in whole or in part the Premises or the Shopping Centre, and whether or not any such mortgage, trust deed, or trust indenture shall affect only the Premises or the Shopping Centre or shall be a blanket mortgage, trust deed, or trust indenture affecting other lands and premises as well, the Tenant shall execute promptly upon request by the Landlord any certificate, tripartite agreement, or other instrument which may from time to time be requested, to give effect thereto. The Tenant irrevocably appoints the Landlord as attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the name of the Tenant. The Landlord is not otherwise required to deliver this Lease in registrable form and the Tenant covenants not to register this lease or any notice thereof in any office of public record.

24.14 Investment Canada Act

The Tenant represents and warrants that it is not a non-Canadian within the meaning of the *Investment Canada Act*, as amended from time to time, or any legislation substituted therefor or that it has or shall have prior to the Commencement Date of Term complied with all requirements of the *Investment Canada Act* as amended from time to time, or any legislation substituted therefor which may be applicable to the business which the Tenant shall carry on from the Premises.

24.15 Power and Authority to Enter Into Lease

The Tenant and Landlord each represents, warrants, and covenants to the other that it has the power and authority to enter into this Lease.

24.16 Obligation to Act Reasonably

No consent required of the Landlord or Tenant hereunder will be unreasonably delayed or withheld, unless otherwise specified in this Lease. The Landlord and Tenant shall, at all times, act reasonably in the exercise of their rights hereunder.

25. LABOUR DISPUTES

25.1 Labour Obligations


The Landlord and the Tenant covenant to cooperate with each other in minimizing the effect of any labour dispute which either party may have upon the operations of the other party or UBC. The Landlord and the Tenant each covenant that in the event of a labour dispute the party hereto involved in such dispute shall take all appropriate steps to protect the party hereto not involved in the dispute or UBC from the interference with its operations caused by the dispute and without limiting the generality of the foregoing to eliminate picketing which may cause such interference. Such steps shall be taken at the expense of the party involved in the dispute and the non-involved party shall have the right to retain counsel at its own expense to recommend to the party involved in the dispute appropriate action to protect the party not involved. In the event of such recommendation, the party involved shall give due consideration to the recommendation of counsel for the party not involved. This clause shall not be construed to require a party involved in a dispute to meet the demands of any party with whom it has the

dispute. Neither the Landlord nor the Tenant shall bring action against, or claim damages or compensation from the other for any loss, cost, expense or liability suffered as a result of a labour dispute other than in respect of a breach of the covenant contained in this clause

[remainder of page intentionally left blank; signatures are on the next page]

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS LEASE:

**UBC PROPERTIES INVESTMENTS LTD.,
AS TRUSTEE FOR UBC PROPERTIES
TRUST**, by its authorized signatories:

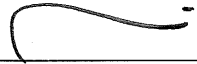


Authorized Signatory
Name:
Title:

Authorized Signatory
Name:
Title:

**UNIVERSITY NEIGHBOURHOODS
ASSOCIATION**

by its authorized signatory(ies):



Sign Name

JOHANNE BLENNIN

Print Name
EXECUTIVE DIRECTOR

Sign Name

Print Name

This is the execution page of the Lease between UBC Properties Investments Ltd., as Landlord and University Neighbourhoods Association, as Tenant, dated for reference January 21, 2018, for premises located at Unit #202, 5923 Berton Avenue, Vancouver, BC, V6S 0B3.

SCHEDULE A

DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

A. BASIC BUILDING

There is no Landlord's Work and the Tenant shall accept the Premises on an "as is" basis.

B. PREMISES — WORK BY TENANT

The Tenant shall provide and install at its expense all materials and work required to complete construction of the Premises (and not provided for as Landlord's Work in Sections A of this Schedule A, unless otherwise noted) in accordance with the Premises Drawing and Landlord-approved Tenant Plans and Specifications (both as defined in Schedule B).

The Tenant, at its cost, shall be responsible for all work and material necessary to construct and prepare the interior of the Premises for the Tenant's ongoing use of the Premises, excepting only the Landlord's Work. Without limitation the Tenant shall be responsible for installation and maintenance of the Tenant's telephones, and any computers and special communications equipment.

The Tenant shall be responsible for preparation of all space plan services with respect to its improvements. The Tenant shall submit to the Landlord working drawings of the proposed improvements, which drawings must be approved in accordance with section "A" of Schedule B, prior to the commencement of any work. The Tenant shall secure all necessary building permits and approvals required by the Landlord, the Municipal Authority Having Jurisdiction or any other authority having jurisdiction. Such permits must be secured before any work shall commence on the Premises. The Tenant shall also be responsible for making application for a certificate of occupancy as required by the Landlord, the Municipal Authority Having Jurisdiction or any other authority having jurisdiction as it applies to the improvements.

Without limiting the foregoing, the Tenant shall be responsible for:

- (a) all signage costs with respect to the Premises as the Landlord will provide the signage requested (as approved by the Landlord in accordance with the terms of this Lease), provided that the Tenant delivers to the Landlord the appropriate computer files of the Tenant's logo and/or company brand;
- (b) all Tenant leasehold improvements in the Premises;
- (c) all permits for all Tenant's Work;
- (d) hot water for the Premises; and
- (e) a domestic cold water connection from the connection point provided by the Landlord to the Premises.

SCHEDULE B

PROCEDURE FOR TENANT'S WORK AND LANDLORD'S WORK

A. PROCEDURE FOR TENANT'S WORK

APPROVAL OF PLANS AND SPECIFICATIONS

The Tenant shall prepare and submit to the Landlord for approval as soon as reasonably possible after receipt of the Premises Drawing referred to in Section B of this Schedule B, but in any event not later than 21 days (see Section B—Procedure for Landlord's Work) after receipt thereof, electronic copies of complete drawings and specifications, which shall be in imperial measurement and of uniform size and scale, relating to Tenant's Work and a detailed construction schedule showing anticipated dates for completion of and details of construction (the "**Tenant Plans and Specifications**"), including but not limited to details of:

- (1) storefront and show windows including elevations of exterior storefront and exterior signage;
- (2) identification signs designed in accordance with the criteria required under this Lease (including without limitation Sections 3.7 and 6.1(e) of this Lease), including sample materials;
- (3) electrical wiring;
- (4) plumbing;
- (5) sprinklers and other fire detection devices, if other than Landlord's Work;
- (6) heating, ventilating, and air-conditioning;
- (7) reflected ceiling plan;
- (8) underfloor electrical or mechanical (if any);
- (9) floor plans, elevations and complete interior finishing schedules; and
- (10) such other items of Tenant's Work and such other information as the Landlord may require.

Failure of the Tenant to provide the Tenant Plans and Specifications shall constitute a default by the Tenant under this Lease.

TENANT PLANS AND SPECIFICATIONS

Tenant Plans and Specifications shall:

- (1) include all plans, Sections, elevations, and details of architectural, electrical, mechanical, and plumbing work for which the Tenant is responsible, drawn to scale;
- (2) be approved in writing by the Landlord prior to the Tenant's Building Permit application to Campus and Community Planning and the commencement of Tenant's Work. Tenant Plans and Specifications as approved and any revisions thereto requested by the

Landlord must be undertaken by the Tenant diligently and expeditiously. If the Tenant fails to do so, the provisions of the Lease contained in Section B of this Schedule will apply as if the complete Tenant Plans and Specifications had not been provided by the Tenant within 21 days of delivery of the Tenant Package; and

- (3) be prepared, at the Tenant's expense, by qualified designers selected by the Tenant, save that the Tenant must engage the Architect or such other architectural firm as the Landlord may approve to prepare those portions of the Tenant Plans and Specifications dealing with the heating, ventilating, and air-conditioning system to be installed by the Tenant in the Premises, any alterations to the sprinkler system, and any structural change to the basic building.

COMMENCEMENT OF WORK

Tenant's Work shall commence forthwith after the last to occur of approval by the Landlord of the Tenant Plans and Specifications or the date of delivery of possession of the Premises to the Tenant sufficiently complete to permit commencement of construction of the Tenant's Work (which date shall be established by the Landlord by written notice to the Tenant) and shall be completed before the expiry of the Fixturing Period, or in any event before the Commencement Date of Term.

Conditions Respecting Work—All work, including the Tenant's Work, undertaken by the Tenant within and about the Premises during the continuance of this Lease shall be governed by the following:

- (1) the Tenant shall, prior to the commencement of work, secure all required approvals and permits from the Municipal Authority Having Jurisdiction and any other authorities having jurisdiction thereover (including insurance underwriters) and shall submit satisfactory proof to the Landlord;
- (2) all work by the Tenant shall be completed in a good and workmanlike manner in accordance with the Tenant Plans and Specifications as approved by the Landlord, shall utilize new materials, and shall conform to all statutes, regulations, or bylaws of any municipal, provincial, or other authority. Mediocre or inferior materials and/or workmanship shall be replaced to the satisfaction of the Landlord. The cost of delays (to be determined by the Landlord) incurred by the Landlord's general contractor as a result of such replacements shall be paid by the Tenant to the Landlord;
- (3) all work shall be undertaken by contractors and sub-contractors pre-qualified by the Landlord from time to time, and in all other cases by contractors and sub-contractors approved by the Landlord. The Tenant shall not employ or permit the employment of any firm or persons unfit or unskilled in the work assigned to them or who will cause labour disputes or work stoppages among others performing work in the Shopping Centre. The Tenant shall require all such contractors and sub-contractors to effect adequate liability insurance to such limits as the Landlord shall stipulate and will produce evidence thereof satisfactory to the Landlord upon request;
- (4) the Tenant shall not impose or permit to be imposed upon the floor areas of the Premises a working load in excess of a live load of 100 pounds per square foot uniformly distributed;

- (5) suspended loads shall not be permitted save for those referred to in Schedule A without the prior written approval of the Architect;
- (6) the Tenant shall not permit any persons to enter on to any roof in the Shopping Centre or portions thereof or make any openings in any roof. If the Landlord permits any work by the Tenant respecting any roof, such work will be undertaken by the Landlord for the Tenant's account and payment therefor shall be made by the Tenant to the Landlord as set forth herein; and
- (7) the Tenant shall comply with any noise bylaw imposed by the Municipal Authority Having Jurisdiction and any other authorities having jurisdiction thereover.

ITEMIZED LIST

Any equipment or work other than that provided for under Tenant's Work which is to be supplied or performed by the Landlord for or at the request of the Tenant shall be paid for by the Tenant as set forth herein.

CONDITION OF PREMISES

The Tenant shall, during construction and merchandising, maintain the Premises in a clean and orderly condition, promptly removing unused construction materials, merchandise, shipping containers, equipment, all debris, and flammable material from the Property. During the construction, merchandising, and subsequent store operation the Tenant shall contain all construction materials, equipment, store fixtures, merchandise, shipping containers, and general debris within the Premises. Any service corridor and exterior of the basic building are to be kept clear of all Tenant's materials, equipment, and refuse at all times. These areas are to be used for access and egress only. The Tenant is to arrange for the supply of trash containers and their removal. The Landlord shall have the right to remove any Tenant construction materials, equipment, and merchandise from common areas, corridors, and the building exterior at the Tenant's expense without further notification at the Tenant's expense after the Landlord gives written notice or at a removal fee of \$100 a time.

NO LOADING DOCK

The Tenant acknowledges that there is no loading dock servicing either the Building or the Premises.

SCREENS AND HOARDINGS

Screens and hoardings shall be erected at the Tenant's expense around the work and the Premises, and all tools and materials shall be kept within these areas; and if the Property or Shopping Centre is open for business to the public, cutting, drilling, and other noisy work shall be limited to outside normal business hours.

ACCESS BY LANDLORD

The Landlord, Its employees, contractors, Architect and other professional advisers, and public utilities authorized by the Landlord or the Municipal Authority Having Jurisdiction may enter the Premises upon request to Tenant at all times for the performance of the Landlord's Work, the inspection or correction of the Tenant's Work and all other necessary purposes in connection with the construction and completion of the Premises, including without limitation, during the performance of the Tenant's Work and after the Commencement Date of Term.

B. PROCEDURE FOR LANDLORD'S WORK

Upon execution of this Lease or any agreement to lease to which these Schedules are attached, the Landlord will provide to the Tenant an outline drawing or drawings of the Premises and Building and Shopping Centre where applicable (in this Lease called the "Premises Drawing") showing among other things the sprinkler layout, availability of electrical power and details of the heating, ventilating, and air-conditioning system, elevation plans, and complete sign criteria as required under this Lease (including without limitation, Sections 3.7 and 6.1(e) of this Lease).

If the Tenant Plans and Specifications and all revisions thereto requested by the Architect are not prepared and submitted to the Architect within the 21 day time period specified in the preceding Section of this Schedule, then the Landlord's Work shall be deemed complete 35 days after the expiry of such time period or upon completion of those parts of the Landlord's Work which can be completed independent of the Tenant Plans and Specifications as verified by the Architect's Certificate, whichever shall last occur. In no event shall the Landlord be responsible for the cost of any underfloor work or removal or replacement of the floor slabs.

Tenant Agreements with Architect or Consultant

The Tenant may choose to have its work designed and/or supervised and/or installed by the Architect and/or other consultants and general contractor, and in such event the Tenant will enter into a separate agreement with the those parties, which agreement shall not in any way be considered as a part of this Lease. Neither the Landlords Architect, or other consultant or general contractor or the Tenant are under any obligation to enter into a contract if they do not so desire.

Extensions to Documents, Plans and Specifications

If the Landlord or any consultant requires revisions to the Tenant Plans and Specifications prior to giving approval, such revisions are to be made by the Tenant within 15 days of receipt of notice from the Landlord.

Evidence of Insurance

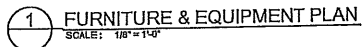
The Tenant shall provide the Landlord evidence of the construction insurance and comprehensive general liability insurance prior to commencement of Tenant's Work.

SCHEDULE C

SIGN POLICY

Intentionally Deleted.

PLAN OF PREMISES



SCHEDULE E

LEGAL DESCRIPTION OF PROPERTY

PID 027-431-673 Lot A District Lot 6494 Group 1 NWD Plan BCP35352

SCHEDULE E—1

LEGAL DESCRIPTION OF OTHER LANDS FORMING PART OF THE SHOPPING CENTRE

PID 027-431-681 Lot B District Lot 6494 Group 1 NWD Plan BCP35352

PID 027-431-690 Lot C District Lot 6494 Group 1 NWD Plan BCP35352

PID 027-431-703 Lot D District Lot 6494 Group 1 NWD Plan BCP35352 (Now Strata Lot 107, Strata Plan EPS807)

PID 027-431-711 Lot E District Lot 6494 Group 1 NWD Plan BCP35352 except Plan EPP29484

PID 027-431-720 Lot F District Lot 6494 Group 1 NWD Plan BCP35352

PID 027-306-208 Parcel A District Lot 6494 Group 1 NWD Plan BCP33333 (Now Strata Lot 2, Leasehold Strata Plan BCS3867)

SCHEDULE F

RULES AND REGULATIONS

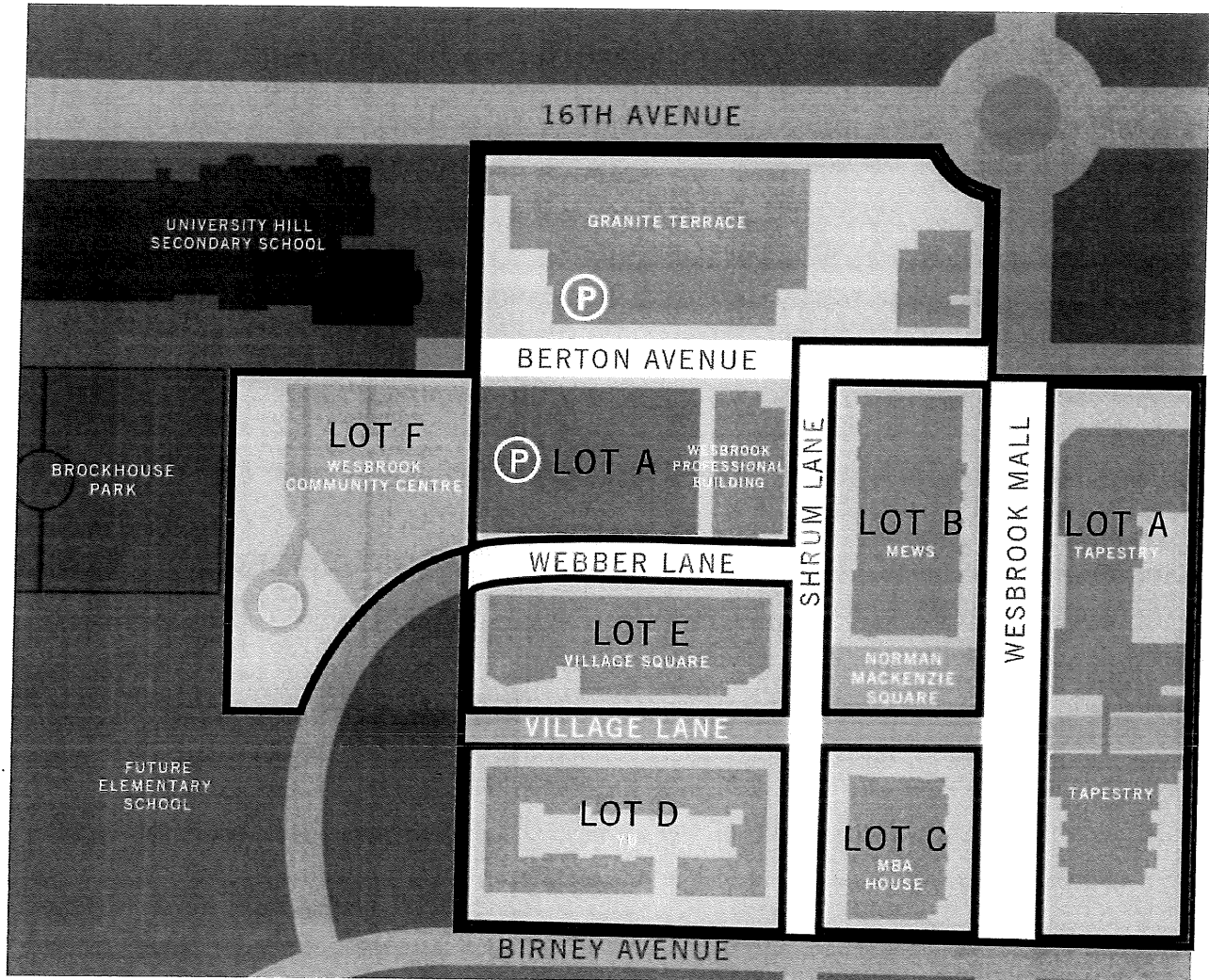
1. Sidewalks, entrances, passages, courts, elevator vestibules, stairways, corridors or halls shall not be obstructed or encumbered or used for any purpose other than ingress and egress.
2. No awnings or projections shall be attached to the outside walls of the Building except as permitted by the Landlord in writing in advance of installation. All curtains, blinds, shades, or screens attached to or hung in or used in connection with, any window or door shall be subject to the approval of the Landlord.
3. Sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels or other articles be placed on the window sills.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of the Landlord.
5. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein.
6. No occupant of the Building shall mark, paint, drill into, or in any way deface any part of the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord.
7. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Building.
8. Unseemly or disturbing noises or disturbance or interference with occupants of the Building or neighbouring buildings or premises or those having business with them whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way is not permitted. Nothing shall be thrown out of the doors, windows or skylights or down the passageways.
9. No locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in existing locks or the mechanism thereof.
10. Any lost key shall be replaced at the cost of the party requiring new keys.
11. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours which the Landlord or its agent may determine from time to time. The Landlord reserves the right to inspect all freight brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations.
12. The Landlord may require that any person entering or leaving the Building at any time other than Business Hours identify himself and satisfy security measures prescribed by the Landlord from time to time. The Landlord may prevent any person removing any

goods therefrom without written authorization. The Landlord may institute a security system, in which case identification cards or other necessary security devices must be obtained from the Landlord at the expense of the Tenant;

13. Canvassing, soliciting and peddling in the Building is prohibited.
14. There shall not be used in any space, or in the public halls of the Building in the delivery or receipt of merchandise, mail or other materials, any hand trucks, except those equipped with rubber tires and side guards. No hand trucks shall be used in passenger elevators or through the main lobby of the Building.
15. There shall be no smoking within the Building, such restriction to include the areas directly in front of the entry and access doors to the Building including any restrictions by any authority having jurisdiction over the Building or Shopping Centre regarding smoking.
16. No burning of trash or garbage in or about the Premises or anywhere within the confines of the Property or Shopping Centre is permitted.
17. All occupants shall permit and facilitate the entry of the Landlord, or those designated by it, into all parts of the Building for the purpose of inspection, repair, and other proper purposes, and shall not permit access to main header ducts, janitor and electrical closets, and other necessary means of access to mechanical, electrical, and other facilities to be obstructed by the placement of fixtures or otherwise.
18. All signage shall be illuminated during all hours of darkness unless otherwise required by the Landlord.
19. Janitorial equipment may not be stored in the common areas of the Building and must be stored within the Premises.

The foregoing Rules and Regulations, as from time to time amended, are not necessarily of uniform application, but may be waived in whole or in part in respect of other tenants without affecting their enforceability with respect to the Tenant and the Premises, and may be waived in whole or in part with respect to the Tenant without waiving them as to future application to the Tenant, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Landlord to enforce them or create any liability of the Landlord for their non-enforcement.

SCHEDULE G
PLAN OF SHOPPING CENTRE AND ANCHOR TENANTS





April 9, 2021

By Email: richard.watson@myuna.ca

Richard Watson
Chair, Board of Directors
University Neighbourhoods Association
#202-5923 Berton Ave.
Vancouver, BC V6S 0B3

Dear Mr. Watson,

Subject: University Neighbourhoods Fire Protection Funding

In 2016, the Province of British Columbia requested that UBC enter a Contribution Agreement to “fund a fair, proportionate share” of the cost of fire protection services for campus residential neighbourhoods. The Contribution Agreement is clear that fire protection services will be funded from the Neighbourhood Levy, which is collected from neighbourhood residents and businesses pursuant to their leases and administered in accordance with the Neighbours Agreement.

The Contribution Agreement’s five-year term expired March 31, 2021. The Province, through the Ministry of Municipal Affairs, has asked UBC to extend the Contribution Agreement for another five-year term.

UBC and the UNA share a commitment to the long-term success of UBC’s campus residential neighbourhoods, including the cost-effective delivery of municipal services. In 2016, we worked with the UNA to confirm the Board of Directors’ support for UBC entering the Contribution Agreement, and to provide funding support to the UNA to offset the financial impact of the Province’s decision.

Our 2016 collaboration included a commitment from UBC to consult with the UNA on any extension negotiations with the Province for the Contribution Agreement. With the Province’s request to extend the Contribution Agreement for a second five-year term, UBC would like to begin those consultations with the UNA Board of Directors.



We appreciate the UNA's ongoing collaboration to address this issue and look forward to determining the best path forward together.

Yours truly,

A handwritten signature in dark ink that reads "R. Ciceri".

Robin Ciceri
Vice-President, External Relations

Copy: Sundance Topham Sundance.topham@myuna.ca
Michael White Michael.white@ubc.ca

Attachments:

1. September 2016 Letter of Agreement UBC-UNA Letter of Agreement re Fire Protection Services Funding
2. 2016 UBC-BC Fire Services Contribution Agreement.



September 22, 2016

Richard Alexander
Chair, Board of Directors
University Neighbourhoods Association
202-5923 Berton Avenue
Vancouver, BC V6S 0B3

Dear Mr. Alexander,

As you know, the Neighbours Agreement 2015 sets out a process whereby, should UBC incur expenses for the benefit of residents, UBC and the University Neighbourhoods Association may agree to pay those costs from the Neighbourhood Levy.

I confirm that, in UBC's considered view, the Fire Protection Services serve the residents and the Neighbourhood Levy may be applied to pay the Province for Fire Protection Services delivered to UBC's campus residential community.

This letter confirms the UNA's agreement with UBC to utilize the Neighbourhood Levy to pay the annual cost of providing Fire Protection Services to UBC's campus residential community, as set out in the Contribution Agreement.

As background, the Province of British Columbia has entered into an agreement with the City of Vancouver to provide Fire Protection Services to the University Endowment Lands and the UBC Vancouver campus.

In other unincorporated areas of B.C. Fire Protection Services are funded through a separate tax, charge or other fee. According to the Province, this is not currently the case for UBC's residential community. As a result, the Province has required that UBC's campus residential community pay a separate charge for Fire Protection Services.

Rather than imposing a new or supplementary tax, or increasing the current rural property tax rate to pay this cost, the Province has requested that UBC enter into a Contribution Agreement to fund a fair, proportionate share of the cost of Fire Protection Services from the Neighbourhood Levy, which is collected from neighbourhood residents and businesses pursuant to their leases and administered in accordance with the Neighbours Agreement 2015.

The UNA Board of Directors has now requested that UBC enter this Contribution Agreement with the Province. At its meeting of September 13th, 2016, the UNA Board of Directors resolved that:

The UNA Board of Directors asks UBC to enter a 5-year Contribution Agreement with the province for fire protection services delivered to UBC's campus neighbourhoods and approves UBC using the

Neighbourhood Levy to fund the Contribution Agreement, with UBC to provide financial support of \$0.8 million starting in the 2017/18 fiscal year with no reductions to existing neighbourhood service levels. Funding will grow proportionally in future fiscal years to offset the financial impact of the province's decision, and

BE IT FURTHER RESOLVED THAT:

The UNA Board of Directors approves the withdrawal of \$250,000 from the Rate Stabilization Reserve in the 2016/17 fiscal year to offset the fire protection services costs for that year, with UBC to provide the remaining \$250,000.

In response to the Province's and the UNA's requests, UBC will enter into a Contribution Agreement with the Province. The Contribution Agreement sets out:

- How the annual cost of Fire Protection Services would be calculated and allocated amongst the populations of the University Endowment Lands, UBC's academic lands, and UBC's Neighbourhood Housing Areas and Designated Buildings;
- That UBC would pay the portion of the costs attributable to the campus' Neighbourhood Housing Areas and Designated Buildings to the Province from the annual Neighbourhood Levy collected from neighbourhood residents and businesses; and
- That UBC's commitment to pay the annual cost of Fire Protection Services is conditional upon the UNA agreeing to utilize the Neighbourhood Levy for this purpose.

Therefore, this letter confirms that UBC and the UNA agree to utilize the Neighbourhood Levy to pay the Province for Fire Protection Services, as contemplated in the Contribution Agreement. For greater certainty, through this letter the UNA is authorizing UBC to withdraw amounts from the Neighbours Fund, from time to time, sufficient to pay the amounts owed to the Province, for which UBC will provide the UNA invoices as necessary to ensure transparency. UBC will also provide the UNA with copies of the invoices received from the Province showing the amounts to be paid for Fire Protection Services. In addition, UBC will share with the UNA the information, data and records used to calculate the cost of providing Fire Protection Services in each fiscal year.

Of course, the Contribution Agreement and this agreement are inextricably linked. Should one terminate or expire, the other will be terminated as well. The Contribution Agreement will begin in 2016 and expire in 2021 with renewal upon mutual agreement of UBC and the Province. UBC commits to consulting with the UNA through any renewal, extension or amendment negotiations for the Contribution Agreement with the Province.

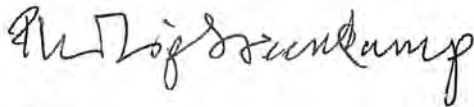
As you are aware, UBC and the UNA have created a Joint Financial Task Force to consider the financial impact of the Province's decision. The Joint Financial Task Force has produced recommendations that both UBC and the UNA have carefully considered. Therefore, UBC is committed to the following over the next five years:

- In 2016/17, UBC will provide \$250,000 in funding to offset the Fire Protection Services costs. We understand that the UNA will provide the remaining the funding required to pay the amounts owing for Fire Protection Services costs, from existing financial reserves.

- In 2017/18 to 2020/21: UBC will provide financial support totaling \$0.8m in 2017/18 and growing proportionately in future years. We understand that the UNA will provide the remaining funding required to pay the amounts owing for Fire Protection Services costs through cost savings, new revenue opportunities, and the use of existing financial reserves, as necessary.

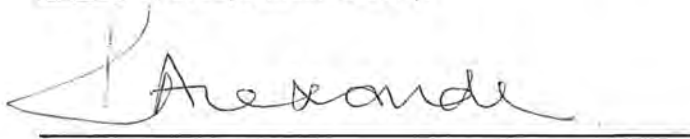
Thank you for the UNA's constructive collaboration to address this challenging issue. To confirm the UNA's agreement with the foregoing, please sign in the space provided below.

Yours Truly,



Philip Steenkamp
Vice-President, External Relations

Acknowledged and agreed on behalf of the University Neighbourhoods Association
27 day of September 2016 by:



Richard Alexander, Chair
University Neighbourhoods Association Board of Directors

UBC Neighbourhood Fire Services Contribution Agreement

This Contribution Agreement dated for reference the 4th day of October, 2016.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Community, Sport and Cultural Development (the
"Province")

AND

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University
Act of British Columbia* ("UBC")

WHEREAS:

- A. Pursuant to the Fire Services Agreement, the City of Vancouver provides Fire Services to the University Endowment Lands and UBC's Vancouver campus, including the Market Properties, and the Province pays the City of Vancouver for the cost of the Fire Services;
- B. UBC leases the Market Properties to lessees pursuant to the Leases;
- C. Lessees of Market Properties pay rural property taxes to the Province pursuant to the *Taxation (Rural Area) Act*, R.S.B.C. 1996 c. 448, and pursuant to the Leases, they pay the Services Levy to UBC for the provision of certain municipal-like services;
- D. The Market Properties are located in lands owned by UBC, are designated for market development under UBC's Land Use Plan, and are lands where certain municipal-like services are provided by an incorporated society named the University Neighbourhoods Association, pursuant to the Neighbours' Agreement 2015; and
- E. Based on the representations of the parties set out herein the parties wish to allocate a fair proportion of the cost of Fire Services to the Market Properties.

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration, the receipt and sufficiency of which is acknowledged by each party, the parties agree as follows:

DEFINITIONS

1. In this Agreement and its recitals the following definitions apply:

"Agreement" means this Agreement as amended from time to time and any schedules attached hereto;

"Annual Funding Contribution" means the Total Annual Costs, as defined in Schedule B, paid by UBC to the Province pursuant to this Agreement;

"Fire Services" means the fire services provided by the City of Vancouver pursuant to the Fire Services Agreement;

"Fire Services Agreement" means the agreement dated October 16, 1995 between the City of Vancouver and the Province as amended from time to time;

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year;

"Leases" mean lease agreements between UBC, as landlord, and lessees of Market Properties;

"Market Properties" means properties vested in UBC and situated on UBC's Vancouver campus that:

- (a) are located in areas designated as neighbourhood housing areas in the UBC Land Use Plan or are otherwise "Designated Buildings" pursuant to the Neighbours' Agreement 2015;
- (b) UBC leases to lessees;
- (c) are eligible to be taxed under the *Taxation (Rural Area) Act*, R.S.B.C. 1996, c. 448; and
- (d) either
 - i. are not exempted from the taxation referred to in (c) above, whether pursuant to section 54 of the *University Act*, R.S.B.C. 1996, c. 468 or otherwise; or
 - ii. are exempted from such taxation by the Conditions and Limitations on University Property Tax Regulation, B.C. Reg 366/2005 on the basis that the accommodation is held or used as university apartments rented primarily to the full time university faculty or staff for a stay of no more than 3 years.

"Neighbours' Agreement 2015" means the agreement between UBC and the University Neighbourhood Association entitled Neighbours' Agreement 2015, as amended from time to time;

"Services Levy" means the amounts identified in the Leases as the "Service Levy", or "Services Levy", or "General Municipal Services Levy", which are collected by UBC, as landlord, pursuant to the Leases;

"UBC's Vancouver campus" means the lands and premises owned by UBC that are described as the Point Grey lands in the *Point Grey Campus Regulation of the Municipalities Enabling and Validating Act (No. 3)* S.B.C. 2001, c.44; and

"2016/17 Contribution" means a one-time payment made by UBC to the Province pursuant to section 1 of Schedule A.

SCHEDULES

2. The Schedules to this Agreement are:

Schedule A	Payment
Schedule B	Calculation of Amount of Annual Funding Contribution

TERM AND TERMINATION

3. Notwithstanding the actual date of execution of this Agreement, the term of this Agreement begins on September 30th, 2016 and expires on March 31st, 2021 subject to any renewal pursuant to section 4 or earlier termination in accordance with the provisions hereof.
4. The term of this Agreement will be renewed upon mutual agreement of the parties.
5. If the University Neighbourhoods Association gives UBC notice that its Board of Directors has resolved to withdraw its consent to the use of the Services Levy to pay the 2016/2017 Contribution and the Annual Funding Contributions, UBC may terminate this Agreement by giving the Province written notice.

Regardless of when the written notice is delivered, the effective date of termination will be March 31st of the then current Fiscal Year. For greater certainty, a termination notice will not affect the contribution to be made or already made for the Fiscal Year in which the notice was given.

In the event that UBC gives notice that the University Neighbourhoods Association has withdrawn its consent, then the Province reserves its rights to pursue other methods available to it to recover the costs of Fire Services.

REPRESENTATIONS

6. The Province represents that:
- (a) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate, contractual or other proceedings have been taken and done to authorize the execution and delivery of this Agreement;
 - (b) this Agreement has been legally and properly executed by the Province; and
 - (c) all information and documents of any kind furnished or submitted by the Province to UBC in connection with this Agreement are in all material respects true and correct.
7. UBC represents that:
- (a) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate,

contractual or other proceedings have been taken and done to authorize the execution and delivery of this Agreement;

- (b) this Agreement has been legally and properly executed by UBC; and
- (c) all information and documents of any kind furnished or submitted by UBC to the Province in connection with this Agreement are in all material respects true and correct.

CONDITIONS

8. Notwithstanding any other provision of this Agreement, the parties' respective obligations under this Agreement are subject to:

- (a) the Fire Services Agreement remaining in force as between the City of Vancouver and the Province;
- (b) the parties respective representations set out in sections 6 and 7 above being and remaining true and correct; and
- (c) the neighbourhood housing areas on which the Market Properties are situated remaining a part of Electoral Area "A" of the Greater Vancouver Regional District.

Upon any of the conditions described above no longer being satisfied, either party may give the other party written notice of termination of this Agreement, which termination shall be effective immediately unless otherwise set out in the notice.

9. In any Fiscal Year, if the total Services Levy paid by the lessees of Market Properties to UBC is less than the amount required to pay that year's Annual Funding Contribution:

- (a) UBC agrees to pay the Annual Funding Contribution to the Province first, prior to using or disbursing the Services Levy for any other purpose, from the total amount of Services Levy collected in that Fiscal Year;
- (b) UBC shall give notice of same, together with particulars, to the Province as soon as practicable; and
- (c) the Annual Funding Contribution for that Fiscal Year shall be reduced to equal the actual Services Levy collected in that Fiscal Year, and payment of the actual Services Levy collected by UBC to the Province shall be deemed to be full and final settlement of that Fiscal Year's Annual Funding Contribution.

For greater certainty, UBC will make commercially reasonable efforts to collect all outstanding Services Levy payments from lessees of Market Properties and remit all amounts collected in arrears to the Province together with an accounting thereof, at the same time as the next Annual Funding Contribution.

OBLIGATIONS OF UBC

10. Subject to the provisions of this Agreement, UBC agrees to pay to the Province the 2016/17 Contribution payment and the Annual Funding Contribution at the times and in the manner set out in Schedule A.
11. UBC will comply with all applicable laws, statutes, and regulations of British Columbia and, as applicable, Canada and the applicable bylaws of any local government.

OBLIGATIONS OF THE PROVINCE

12. Provided UBC is in compliance with payment of the 2016/17 Contribution and the Annual Funding Contribution to the Province and provided the Fire Services Agreement remains in effect, the Province will continue to ensure that Fire Services are provided to Market Properties under the Fire Services Agreement.
13. The parties acknowledge that the terms and conditions of the Fire Services Agreement have a material effect on UBC and lessees of Market Properties, and their views must therefore be given due and fair consideration by the Province. Therefore the Province will, in good faith, engage in discussions with UBC in the event material amendments to or replacement of the Fire Services Agreement are being considered.
14. The Province will comply with all applicable laws, statutes, and regulations of British Columbia and, as applicable, Canada.

OBLIGATIONS OF UBC AND THE PROVINCE

15. The Province and UBC each agree to establish and maintain records in relation to its calculations pursuant to Schedule B of this Agreement and will retain such records for a period of five years after the term of this Agreement.
16. The Province and UBC each agree to permit the other party to inspect at all reasonable times the records referred to in section 15 of this Agreement, subject to the *Freedom of Information and Protection and Privacy Act* R.S.B.C. 1996 c. 165 and any other applicable laws or Provincial policies or directives.

DEFAULT

17. Any of the following events will constitute an "Event of Default" whether any such event be voluntary, involuntary or result from the operation of law or of any judgment or order of any court or administrative or government body:
 - (a) UBC or the Province fail to comply with any term or condition of this Agreement; or
 - (b) any information, statement, certificate, report or other document furnished or submitted by or on behalf of UBC or the Province, as the case may be, pursuant to or as a result of this Agreement is untrue or incorrect.

18. Upon the occurrence of any Event of Default and at any time thereafter the non-defaulting party may at its sole option, elect to do one or both of the following:
- (a) by written notice to the defaulting party, require the Event of Default to be remedied within the time period specified in the notice, which shall not be less than 30 calendar days; and/or
 - (b) pursue any remedy or take any action available to it at law or in equity.

REMEDIES NON-EXCLUSIVE

19. The rights, powers and remedies conferred on a party under this Agreement or any statute or law are not intended to be exclusive and each remedy shall be cumulative and in addition to and not in substitution for every other remedy existing or available to that party.
20. The exercise of any one or more remedies available to a party will not preclude the simultaneous or later exercise by that party of any other right, power or remedy.

AMENDMENTS

21. Unless otherwise specified in this Agreement, this Agreement may be amended only by further written agreement between the parties.

NOTICE

22. (a) Any written communication or notice from UBC to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

Ministry of Community, Sport and Cultural Development
Mailing Address: P.O. Box 9839, STN PROV GOVT
Victoria, British Columbia V8W 9T1

Attention: Deputy Minister

Fax No.: (250) 387-7973
Email: CSCD.DMO@gov.bc.ca

- (b) Any written communication or notice from the Province to UBC must be mailed, personally delivered, faxed or electronically transmitted to the following address:

The University of British Columbia
Mailing Address: 6328 Memorial Road
Vancouver, British Columbia V6T 1Z2

Attention: Vice President, External Relations

Fax No.: (604) 822 3861
Email: phillip.steenkamp@ubc.ca

- (c) Any written communication or notice from either party will be deemed to have been received by the other party on the tenth business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed or electronically transmitted.
- (d) Either party may, from time to time, notify the other by notice in writing of a change of address, facsimile, or electronic mail contact and following the receipt of such notice, the new address, facsimile, or electronic mail contact will, for the purposes of paragraph 22 (a) or 22 (b) of this Agreement, be deemed to be the address, facsimile, or electronic mail contact of the party giving such notice.

MISCELLANEOUS

- 23. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24. The Schedules to this Agreement are an integral part of this Agreement.
- 25. If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 26. Neither party will, without the prior, written consent of the other party, assign, either directly or indirectly, this Agreement or any right under this Agreement.
- 27. Each party must perform the acts, execute and deliver the writings and give any further assurances as may be reasonably necessary to give full effect to this Agreement.
- 28. This Agreement constitutes the entire agreement between the parties with respect to contributions by UBC to the Province for Fire Services.
- 29. A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
- 30. The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.
- 31. A reference in this Agreement:
 - (a) to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefore or in replacement thereof; and
 - (b) to any other agreement means that other agreement as it may be amended from time to time.

DISPUTE RESOLUTION

32. If there is a dispute between the parties under this Agreement, either party may, by written notice to the other, refer the dispute for resolution in the first instance to the Assistant Deputy Minister of the Ministry of Community, Sport and Cultural Development responsible for this Agreement and to the Vice President, External Relations of UBC (or the then equivalent), who will each make reasonable efforts to resolve the dispute within the period of 30 days following the date it was referred to them.
33. If a dispute between the parties under this Agreement is not resolved in accordance with section 32, the parties must attempt to resolve the dispute through mediation under the rules of the MediateBC Society.

IN WITNESS WHEREOF each of the parties has executed this Agreement on the dates set out below.

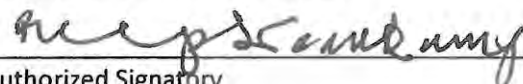
SIGNED by the Minister of Community, Sport
and Cultural Development or his or her
duly authorized representative on behalf
of HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA:



Minister (or duly authorized representative)

Date: Oct 26/16

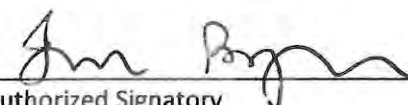
THE UNIVERSITY OF BRITISH COLUMBIA:

Per: 

Authorized Signatory

PHILIP STEENKAMP, VICE PRESIDENT, EXTERNAL RELATIONS
Name/Title

Date: 4 OCTOBER 2016

Per: 

Authorized Signatory

Ian Burgess, Comptroller
The University of British Columbia
Name/Title

Date: October 19, 2016

Schedule A to the Agreement between the Province and UBC dated for reference October 4, 2016.

Schedule A – Payment

2016/17 Contribution

1. UBC will pay the sum of \$500,000 to the Province on or before October 28, 2016 as full payment of its contribution for the 2016/2017 Fiscal Year.

Annual Funding Contribution

2. UBC will pay to the Province an Annual Funding Contribution within 60 days of receipt of an invoice from the Province. The first invoice will be provided to UBC by July 31st, 2017 in accordance with section 6 of Schedule B of this Agreement.
3. The amount of the Annual Funding Contribution shall be calculated each year in accordance with Schedule B of this Agreement.

Schedule B to the Agreement between the Province and UBC dated for reference October 4, 2016.

Schedule B – Calculation of Amount of Annual Funding Contribution

1. The following definitions apply for the purposes of this Schedule:

“Academic Properties” means property vested in UBC which is exempt from taxation pursuant to section 54 of the *University Act*, R.S.B.C. 1996, c. 468;

“Actual Total Fire Services Costs” means the actual amount of the Fire Services costs paid by the Province to the City of Vancouver each year, as contemplated by section 3.2 of the Fire Services Agreement;

“Budgeted Total Fire Services Costs” means the budgeted amount of the Fire Services costs paid to the City of Vancouver by the Province each year, as contemplated by section 3.2 of the Fire Services Agreement;

“Population of Academic Properties” means the total of UBC’s annualized full-time equivalent students, faculty and staff attending and working (as the case may be) on the Academic Properties, as determined pursuant to section 3(a) of this Schedule B;

“Population of Fire Service Area” means the combined total populations of the Population of Academic Properties, the Population of Market Properties, and the Population of University Endowment Lands, as determined pursuant to section 6 of this Schedule B;

“Population of Market Properties” means the total population of residents living in the Market Properties determined pursuant to section 3(b) of this Schedule B;

“Population of University Endowment Lands” means the total population of residents living in the University Endowment Lands, determined pursuant to Section 4 of this Schedule B;

“Total Annual Costs” means the amount calculated pursuant to Section 5 of this Schedule B which is the portion of the Budgeted Total Fire Services Costs attributable to the Market Properties, as may be adjusted pursuant to section 10 of this Schedule B.

2. On or before June 1st of each year beginning in 2017, UBC will provide to the Province:
 - (a) the Population of Academic Properties and the Population of Market Properties for the current year; and
 - (b) a projection of both the Population of Academic Properties and the Population of Market Properties for the following year.

3. The populations referred in section 2 above will be determined using the following methods:

(a) Population of Academic Properties:

(i) Current year:

(A) UBC Students: annualized full time equivalent students studying in faculties or programs based in UBC's Vancouver campus as of March 1 of the current year, as determined by UBC's Planning and Institutional Research office.

(B) UBC Faculty/staff: Total number of full time equivalent UBC faculty and staff working at the UBC Vancouver campus, excluding student employees as of November 1 of the previous year, as determined by UBC's Planning and Institutional Research office.

(ii) Following year

(A) UBC Students: projected annualized full time equivalent students studying in faculties or programs based in UBC's Vancouver campus as of March 1 of the following year, as determined by UBC's Planning and Institutional Research office.

(B) UBC Faculty/staff: (1) Calculate the percentage (%) change in the student population in the current year and the projected student population for following year; and (2) multiply the percentage calculated in (1) immediately above against the current year UBC faculty/staff calculated in accordance with section 3(a)(i)(B) of this Schedule B.

(b) Population of Market Properties:

(i) Current year:

The average number of people per dwelling type established in the most recent Canada Census population statistics for Metro Vancouver Electoral Area A multiplied by completed residential units of Market Properties for which occupancy permits have been granted as of June 1.

(ii) Following year:

The average number of people per dwelling type established in the most recent Canada Census population statistics for Metro Vancouver Electoral Area A multiplied by the projected completed residential units of Market Properties for which occupancy permits have been granted as of June 1.

4. On or before June 1st of each year beginning in 2017, the Population of University Endowment Lands as of June 1st for the current year and a population projection for the following year will be determined using the following methods:

(a) Population of University Endowment Lands:

(i) Current Year:

The average number of people per dwelling type established in the most recent Canada Census population statistics for Metro Vancouver Electoral Area A multiplied by completed residential units for which occupancy permits have been granted as of June 1.

(ii) Following Year:

The average number of people per dwelling type established in the most recent Canada Census population statistics for Metro Vancouver Electoral Area A multiplied by the projected completed residential units for which occupancy permits have been granted as of June 1.

5. For reference purposes only, the Canada 2011 Census population statistics for the average number of people per dwelling type for Metro Vancouver Electoral Area A are:

Single-detached house	2.91
Semi-detached house	3.11
Row house	3.07
Apartment, duplex	2.73
Apartment, < 5 storeys	2.29
Apartment ≥ 5 storeys	2.22
Moveable dwelling	3.00

6. The amount of the Total Annual Costs for each year will be calculated as follows:

Where:

A = Population of Market Properties

B = Population of Academic Properties

C = Population of University Endowment Lands

D = Population of Fire Service Area

Step 1: Calculate the Population of Fire Service Area.

$$A+B+C = D$$

Step 2: Calculate the percentage that the Population of Market Properties represents of the Population of Fire Service Area.

$$A/D = A\%$$

Step 3: Calculate the Total Annual Costs by multiplying A% in Step 2 above by the Budgeted Total Fire Services Costs.

$$A\% * \text{Budgeted Total Fire Services Costs} = \text{Total Annual Costs}$$

7. On or before July 31 of each year of the term of this Agreement beginning in 2017 the Province will provide UBC with an invoice for the Total Annual Costs calculated in accordance with section 6 above.
8. Subject to this Agreement, UBC will pay to the Province the amount of the invoice referred to in section 7 within 60 days of receipt of the invoice.
9. If UBC fails to pay to the Province the amount of the invoice referred to in section 7 of this Schedule B, interest will be charged by the Province at three per cent (3%) per annum above the prime rate of the principal banker for the Province.
10. If there is a variation between the Budgeted Total Fire Services Costs and the Actual Total Fire Services Costs in a given Fiscal Year, the Total Annual Costs calculated pursuant to section 6 of this Schedule B shall be recalculated in accordance with section 6 of this Schedule B using the Actual Total Fire Services Costs in place of the Budgeted Total Fire Services Costs and the population figures previously provided to the Province pursuant to section 2 of this Schedule B. The calculated difference between the Budgeted Total Fire Services Costs and the Actual Total Fire Services Costs in a given Fiscal Year will be added to or subtracted from, as applicable, the next invoice provided to UBC by the Province pursuant to section 7 of this Schedule B. No interest will be charged by either party on the calculated difference between the Budgeted Total Fire Services Costs and the Actual Total Fire Services Costs in a given Fiscal Year.
11. All cost recovery payments made by UBC to the Province shall be made electronically to the Ministry of Community, Sport and Cultural Development.