



AGENDA

A. CALL TO ORDER

B. APPROVAL OF AGENDA

1. **Motion:** *THAT the Board approve the October 21, 2025 open session agenda, as circulated.*

C. APPROVAL OF MINUTES

1. **Motion:** *THAT the Board approve the September 16, 2025 open session meeting 4 minutes, as circulated.*

D. DELEGATIONS

None

E. EXTERNAL REPORTS & PRESENTATIONS

1. UBC Campus and Community Planning Monthly Report – Carole Jolly, Director of Community Development & Transportation, UBC Campus & Community Planning 8

F. REPORTS

1. October 2025 Management Report 12
Report Sections:
 - Chief Administrative Officer Report
 - Communications Report 13
 - Recreation Report 15
 - Operations & Sustainability Report 18
 - Finance Report 21
2. Recreation Summer Season Report – Dave Gillis, Recreation Manager 24
Relevant Attachment:
 - 2025 Recreation Summer Season Report - Appendix 29
3. Properties Trust – Cycling Without Age - License Report – Paul Thorkelsson, Chief Administrative Officer 64



Tuesday, October 21, 2025 | 5:30 PM
Wesbrook Community Centre, Social Room

Relevant Attachment:

- Properties Trust Licence Agreement – Granite Terrace 3 68

Recommendation:

THAT the Board approve the licence agreement with Properties Trust for the storage space (Trishaw Cage) in the Granite Terrace 3 building and staff be directed to finalize a sub-licence agreement with Cycling Without Age for their use of the Trishaw Cage storage facility.

4. Contingency Reserve Withdrawal – Wesbrook Community Centre Boiler B2 Replacement Report – Wegland Sit, Operations Manager 129

Relevant Attachment:

- Ainsworth Boiler Replacement Proposal 132

Recommendation:

THAT the Board request that UBC:

(a) withdraw from the Contingency Reserve and pay to the UNA an amount equal to the UNA's expenditures to be incurred (other than GST) for the Wesbrook Community Centre Boiler B2 Replacement, which amount is estimated to be approximately \$32,000.

(b) provide the UNA with written confirmation that the Neighbours Fund may be used to make the payment to the UNA.

AND THAT the Board approve the withdrawal by UBC of a further amount from the Contingency Reserve equal to 33-1/3% of the amount of GST payable by UBC in respect of the requested payment to the UNA.

5. Community Engagement Advisory Committee Report – Director Li
6. UNA Administration Office Renovation Report – Paul Thorkelsson, Chief Administrative Officer. REPORT CIRCULATED SEPARATELY

G. UNFINISHED BUSINESS

None.

H. NEW BUSINESS

None.



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

UNA BOARD OF DIRECTORS MEETING
Open Session

Tuesday, October 21, 2025 | 5:30 PM
Wesbrook Community Centre, Social Room

I. ADJOURNMENT

Recommendation:

THAT the Board adjourn into a closed session to discuss matters related to discussions and dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests; and the approval of minutes for a closed session or restricted closed session of a Board meeting.



MINUTES

PRESENT:

Eagle Glassheim – Chair
Evan Luo – Secretary
Ronald Bourgeois
Michael Kerns
Yanbo (Paul) Li (online)
Sandy Song

UBC MEMBERS:

Carole Jolly
David Kiloh

AMS DESIGNATED STUDENT:

Solomon Yi-Kieran

REGRETS:

Jake Wiebe

STAFF:

Paul Thorkelsson, Chief Administrative Officer
Emmanuel Samoglou, Campus Resident Newspaper Editor
Dave Gillis, Recreation Manager
Sai Karnam, Communications Specialist
Athena Koon, Finance Manager
Glenda Ollero, Communications Manager
Wegland Sit, Operations Manager

GUESTS:

John Dustan, Strata President, Sandringham
Maria Ezhova, Hampton Resident

A. CALL TO ORDER

The University Neighbourhoods Association (UNA) Board meeting's open session was called to order at 5:31 p.m.

The Chair acknowledged that the UNA is situated on and that the meeting was being held on the traditional and unceded territories of the Musqueam people.

No conflicts of interest in relation to any items on the open session meeting agenda were declared.



B. APPROVAL OF AGENDA

MOVED by the Chair

SECONDED by Director Luo

THAT the Board approve the September 15, 2025 open session agenda, as circulated.

CARRIED

C. APPROVAL OF MINUTES

MOVED by the Chair

SECONDED by Director Bourgeois

THAT the Board approve the July 22, 2025 open session meeting minutes, as circulated.

CARRIED

D. DELEGATIONS

1. Boundary Trees at Sandringham Delegation

John Dustan, Strata President, Sandringham reviewed the document provided with the agenda material and responded to questions from the Board.

* * * *

Director Kerns joined the meeting at 5:48 p.m.

* * * *

2. Condition and Maintenance of Ash Trees in Hampton

Maria Ezhova, Hampton Resident, relayed concerns regarding overgrown ash trees in Hampton and requested replacement of the trees.

E. EXTERNAL REPORTS & PRESENTATIONS

1. UBC Campus and Community Planning Monthly Report

Carole Jolly, Director of Community Development and Transportation, UBC Campus and Community Planning presented the report contained in the meeting package followed by comments from the Board.

F. REPORTS

1. August and September 2025 Management Report

a. Chief Administrative Officer Report

b. Communications Report

* * * *

Director Li joined the meeting (online) at 6:08 p.m.



* * * *

- c. Recreation Report
- d. Operations and Sustainability Report
- e. Finance Report

The Management team presented their respective reports contained in the meeting packaged, followed by questions and comments from the Board.

* * * *

The Board recessed at 6:41 p.m. and reconvened at 7:00 p.m.

* * * *

2. UNA Tree Management Operational Guidelines and Updates Report

The Operations Manager presented the report contained in the meeting package followed by questions and comments from the Board.

Board members provided the following suggestions:

- Staff to facilitate a meeting between Strata's and UBC Properties Trust to discuss tree conditions
- Staff to work with residents' committee regarding the removal and replacement of trees and other landscaping matters.

3. 2026 UNA Board Meeting Calendar Report

The Chief Administrative Officer presented the report contained in the meeting package outlining the 2026 Board meeting schedule.

4. Finance and Audit Committee Report

a. FY2025/26 Q1 Financial Results Report

The Finance Manager reviewed the report contained in the meeting package followed by questions and comments from the Board.

b. FY2026/27 UNA Budget Development Plan Report

The Finance Manager reviewed the report contained in the meeting package followed by questions and comments from the Board. Board members were encouraged to submit potential Board projects for the 2025-2026 budget process to the Chief Administrative Officer.

5. Governance and Human Resources Committee Report

a. UNA Board Governance Review Report

The Chief Administrative Officer reviewed the report contained in the meeting package followed by comments from the Board.



MOVED by the Chair

SECONDED by Evan Luo

THAT staff be directed to include in the 2026-2027 Budget sufficient funds (\$15,000 estimate) for the UNA to undertake a Board governance review using an external consultant and aligned with the draft terms of reference as outlined in the report.

CARRIED

b. UNA Community Privacy Board Policy Report

The Chief Administrative Officer reviewed the report provided in the meeting package.

MOVED by the Chair

SECONDED by Evan Luo

THAT the Board approve the revised UNA Community Privacy Board Policy (#01-04), as circulated.

CARRIED

6. Community Engagement Advisory Committee Report

This item was deferred to the next UNA BOD meeting.

G. UNFINISHED BUSINESS

None.

H. NEW BUSINESS

None.

I. ADJOURNMENT

MOVED by the Chair

SECONDED by Evan Luo

THAT the Board adjourn into a closed session to discuss matters related to discussions and dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests; and the approval of minutes for a closed session or restricted closed session of a Board meeting.

CARRIED

The meeting adjourned into a closed session at 8:31 p.m.

* * * * *



Memorandum

To: UNA Board

From: Simmi Puri, Communications Manager, Campus + Community Planning

Date: October 21, 2025

Subject: Monthly Update from Campus and Community Planning

Film & Events Notification

October

- Monday, October 13th. **Thanksgiving Day**. University closed.
- Saturday, October 18th and Sunday, October 19th, from 11am to 4pm each day. UBC **Apple Festival** at Botanical Garden. See <https://botanicalgarden.ubc.ca/news-events/events-activities/apple-festival/>.
- Saturday, October 25th from 8:30am to 2pm. **UBC Great Trek** on various roads on and around campus. Road closures from 5:30am – 1:30pm. Start at East Mall by Irving K Barber Learning Centre. Finish at University Commons. See <https://planning.ubc.ca/event/great-trek-2025>.

November

- Tuesday, November 11th. **Remembrance Day**. University closed

December

- December 9th to 20th. **Exams**
- Thursday, December 25th. **Christmas Day**. University closed.
- Friday, December 26th. **Boxing Day**. University closed.

Update to Land Use Rules

UBC is updating the Development Handbook, Development & Building Regulations and Business License Regulation for UBC Neighbourhoods. These documents guide development, permits, and business licenses on the Vancouver campus and in the surrounding neighbourhoods. The updates reflect the needs of a growing and changing campus, while ensuring UBC continues to provide efficient, high-quality permitting and licensing services.

A [30-day period of public consultation](#) took place from September 8th to October 8th, giving the UNA and members of the community the opportunity to review and provide comments on the proposed changes to all three regulatory documents.

In November, the amended regulatory documents and a summary of the consultation feedback will be presented to the Land Use and Operational Sustainability Committee of the UBC Board of Governors for approval.

Campus Vision 2050 Implementation

Implementation continues for Campus Vision 2050, UBC's comprehensive, long-range plan for how the Vancouver campus will change and grow over the coming decades.

Building on the input from the thousands of people that were engaged during the process, more detailed plans and strategies are being further informed by tailored, technical collaboration with academic and subject-matter experts and key UBC community partners. This includes updates to the Campus Plan, Transportation Plan, Integrated Rainwater Management Plan, Child Care Expansion Plan and a new Biodiversity Strategy.

There is an opportunity for public comment on these updates between October 16 and November 21 2025 via an online comment form. It is anticipated the implementing documents will be approved and shared with the community in March 2026.

Interested members of the UBC community are invited to learn more at <https://planning.ubc.ca/campus-vision-2050-implementation>

Recognition for REAP 4.0

UBC has been recognized as a provincial leader for its sustainable building practices, receiving the Community Energy Association's Climate & Energy Action Award for its mandatory green building rating system for new residential construction.

Approved by the UBC Board of Governors in June 2025, REAP version 4.0 aligns with UBC's sustainability policies and supports the Neighbourhood Climate Action Plan's pathway to a net-zero and climate resilient community. Read the [full announcement here](#).

Development Update

Received and under Review:

- **SLP24039-1 and SLP25042 Exeter Hall:** Two Streets and Landscape Permit applications have been received to facilitate construction mobilization for Exeter Hall at 6036 Gray Avenue.
- **DP25026 Tree Removal:** A Development Permit Application was received to remove and replace a tree at a residence on Chancellor Boulevard.
- **DP24018-1 BCR7 Amendment:** A Development Permit amendment application was received to refine plans for the development of BCR7 - including adjustments to unit types and parking, and minor Architectural and Landscape changes.

Issued Development Permits:

- **DP07003-11 RBC Signage:** A Development Permit Amendment was issued on August 8, 2025 to allow an update to the RBC signage at Wesbrook Village.

Issued Streets and Landscape Permits:


- **SLP25034 Hampton Place Sidewalk:** Was issued August 15, 2025 to expand an existing sidewalk and formalize a newly created informal footpath located at the northeast corner of Hampton Place and 16th Avenue.
- **SLP25035 Hampton Place Seating:** Was issued August 15, 2025 to create an outdoor seating area in the Hampton Place roundabout.
- **SLP25038 UBC Farm Irrigation:** Was issued on September 15, 2025 to add new farm irrigation lines and risers at UBC Farm.
- **SLP22044-1 Eagles Nest Cone - Removal:** Was issued on September 15, 2025 to remove the cone form the Eagles nest adjacent to Ross Drive. <https://ubcproperties.com/news/wesbrook-eagles-nest-update-2025/>

Community Update

Harvest Festival photos now available!

Thank you to everyone who joined us for this epic evening of food, friends, and arts and culture at this year's Harvest Festival. Guests enjoyed a family-style feast of six delicious dishes, enjoyed surprise dinner entertainment, and ended the evening in the Arts and Culture District for special post-festival programming. Missed out on the fun? Check out our [Harvest Festival photo album](#) and be sure to join us next year!

Inspired at the Chan: Disney Edition



Inspired at the Chan is a family-friendly concert series offered in collaboration between the Chan Centre for the Performing Arts, and UBC Inspired. Be our guest for an afternoon of your favourite Disney songs; costumes and singing along are highly encouraged!

A limited number of complimentary tickets are available for UNA residents—please contact info.inspired@ubc.ca for more information. We just can't wait to see you there!

Culture Club at MOA is back!

Join MOA and UBC Inspired on the last Sunday of each month for [Culture Club!](#) Drop in and enjoy free, engaging art-making activities designed for families. On October 26, celebrate the Festival of Lights by contributing to a collective pathway of lights displayed at the museum. Learn to make your own diya light to take home, using airdry clay.

Beaty Nature Club: All About Fossils November 1.

Drop in between 10:30 am – 1:00 pm on the first SATURDAY of the month to enjoy special activities for families at the [Beaty Biodiversity Museum](#), brought to you in collaboration with UBC Inspired! November 1, find out all about fossils—how they're made, and what we can learn from the over 20,000 specimens at the Museum!



Report Date: October 15, 2025
Meeting Date: October 21, 2025
From: Paul Thorkelsson, Chief Administrative Officer
Subject: October 2025 Management Report

Background

October 2025 Management Report is presented for information.

Decision Requested

For information.

Discussion

CHIEF ADMINISTRATIVE OFFICER

Highlights of Major Activities:

Board Relations

- Attended the October 2025 Governance & Human Resources Committee meetings.
- Continued the weekly meeting schedule with the UNA Chair.

Operations

- Continued support and participation in Quarterly Senior UBC Campus and Community Planning (C +CP), Properties Trust (PT) and UNA Staff meetings, providing updates on UNA matters.
- Supported planning and negotiations related to the UNA Administration Office's relocation.
- Supported Board and Committee agenda and minutes processes.



Programs and Services

- Attended the UBC Development Review Committee meeting – support of the permit application for the UNA Works Yard.
- Supported planning process and weekly check-in meetings for UNA AGM.
- Attended the UNA AGM
- Met with UBC Health regarding new upcoming health services on Campus (Gateway Clinic). Requested to join health services navigation Task Group.

Human Resources

- Finalized the recruitment process for the UNA Corporate Services Specialist position. Preferred candidate selected, November 3 start date.
- Supported the ongoing implementation of the ADP HRm system.

COMMUNICATIONS

Highlights of Major Activities:

Annual General Meeting

The UNA held its Annual General Meeting on Tuesday, September 23, 2025 at the Wesbrook Community Centre.

During the meeting, members were provided updates on the activities, accomplishments, and financial standing of the society in the last fiscal year. The information is summarized in the *2024-2025 Annual Report*. Members also received updates from UBC on the Neighbours Fund.

Staff did a post-event review and issues around venue sound, language interpretation and other minor details were noted and will be tracked for improvement on next year's AGM. For AGM to be successful every year, teams refine and build on many components of this event including promotion, registration, staff coordination, room set-up, agenda setting, presentations, reports, speeches, interpreter recruitment and logistics.

Annual Report 2024-2025

The *2024–2025 UNA Annual Report* was a collaborative effort involving all departments and staff, led by the Communications team with input from Administration, Finance, Operations, and Recreation. The process included gathering departmental updates, verifying data and metrics, and coordinating with the Board Chair and CAO to ensure their reports' alignment with the Strategic Plan. The publication underwent multiple rounds of review for accuracy, consistency, and tone, and was designed to be more accessible and transparent.

The report was distributed at AGM and is available on the UNA website at myuna.ca/annual-report.

The Campus Resident

The Campus Resident's latest issue was published in print and online on October 2, 2025. To read the October issue, you can pick up a copy at the Wesbrook Community Centre or the Old Barn Community Centre, or visit the website at thecampusresident.ca.

Mailbox deliver of the paper has been affected by the Canada Post strike. To ensure that readers have access to printed copies of the paper, the newspaper worked with Strata Chairs and neighbourhood stores to set-up pick-up spots in central areas in the neighbourhoods.

UNA Website/311 Project

The Communications Team has been working closely with the Operations Team on the "3-1-1" project. Integration of the mechanisms for the website are being fine-tuned on the demo site.

CEAC

Director Luo has been appointed to the CEAC. A meeting between Directors Li and Luo and Chair Glassheim took place on October 6 to discuss further projects of the committee. The next meeting will be in November.

Others:

- Working with Recreation Program Team to produce a series of new and interactive covers for the seasonal *UNA Program Guide* for 2026.
- Coordinated with UBC on events, roadworks, traffic updates and facility closures that affect resident of UNA areas.
- Support for pop-up events promotions and special newsletter
- Liaised and coordinated media requests from *The Campus Resident*
- Promotional support for Diwali and Night Shift
- Communications support for dog park project, including online updates and additional signage
- Created ads for *The Campus Resident*
- Coordination and promotional support for Campus + Community Planning and Modo
- Post-event wrap-up video for Neighbours Day on social media
- Social media presentation for youth leadership group
- Layout and design of the new UNA Strategic Plan
- Finalizing of the latest version of the UNA Employee Handbook



- Coordination of the upcoming seasonal winter recreation marketing meeting.

Coming soon:

- Overview of the new UNA social media strategy and successes so far
- Introducing communications metrics for board reports

RECREATION

Highlights of Major Activities:

Recreation Manager:

- Summer Recreation Report deliverable to Board of Directors (October 2025)
- AGM:
 - Considerations for UBC Dance Group, - difficult with lack of available space.
 - Affordable seniors' programs, continued investigation in subsidized programming through partnership and government grants
 - Seniors Representation – NEW Seniors Coordinator hired.
- Continue to represent UNA concerns in accordance with the Neighbourhood Agreement on behalf of the UNA with UBC Athletics and Recreation.
 - Requested Tracking – UNA participation/usership across media hits, and facilities.
 - Access limitations in Summers due to UBC Camps monopolizing space (Tennis Centre)
- University Hill Youth accessed a restricted area of the building and witnessed CTV footage, going through staff belongings. RCMP were called in, all 4 students have been Trespassed from building. Working with parents to remove trespass in exchange for volunteer hours.

Front Desk and Facilities:

- September remains the busiest month, with front desk staff managing a surge of residents requesting access cards and parking permits due to two new residential buildings at Wesbrook Place.
- Over 200 programs began after Neighbours Day on September 7, leading to three weeks of peak front desk activity. Staff also supported AGM registration (Sept 23), OBCC evening events, and newcomer weekend activities.

- Facility updates included: new Type-C charging outlets in WCC lounge, gym divider repairs, outdoor bike service station maintenance, and a review with the janitorial contractor.
- Youth behaviour issues prompted restricted unsupervised access to Youth and Senior Rooms, supporting safe use and reinforcement of the Code of Conduct.
- Training: Five staff attended *FoodSafe Level 1* on Sept 19. Recruitment: One new auxiliary Front Desk Agent hired to support facilities, Green Depot, and front desk shifts.

Health & Wellness

Fitness

- UNA partnered with the BC Brain Wellness Program to launch free weekly intergenerational dance programs: *Ballroom Dance* and *Musical Movement*. These sessions are co-led by certified dance instructors, a community musician, a physiotherapist, and UBC student volunteers. Average participation: 15–20 people per session.

Recreational Programming

Program Registration and Participation

- Key growth areas: Arts and Physical Activity led increases in both revenue and registrations.

Arts and Culture Highlights

- New Adult Art Workshop Series (themes: Medieval Bookbinding, Coptic Bookbinding, Sashiko Embroidery). 36 participants registered across six sessions; initial offerings filled immediately.
- September Pro-D Day multi-sport camp with *Sportball*
- New Children's Creative Writing program (ages 9–12) exploring poetry, prose, and comics.

Sports and Education

- Launch of *Culturally Curious English* for adults, which filled to capacity, exploring cultural contexts in language learning.
- *French Conversation for Kids* started with slower uptake, expected to build interest.
- Sports remain strong: Pickleball (17.5 hrs/week) and Badminton (14.5 hrs/week) remain the most popular gym allocations.



English Conversation Programs

- Expanded to seven classes, including a new partnership with VSB. High demand continues—some classes reach capacity within 30 minutes of opening; most fill within a week.

Community Engagement

Newcomer Support

- Fall 2025 introduced 13 newcomer programs and events.
- September highlights:
 - *Welcome & Orientation* (Sept 13) – full registration with 20+ attendees.
 - *Newcomer Social Time* (Sept 20) – 26 attendees.
 - *Education Session: English Language Learning* (Sept 27) – youth volunteers led tech and social connection strategies; strong engagement.

Volunteer Management

- The volunteer pool expanded to 600 adults.
- Ensured program continuity after English Conversation instructor departure by hiring *Ava Wang*, resulting in no missed sessions.
- *Neighbours Day*: 82 volunteers participated (highest turnout to date); 72 present day-of to manage setup, teardown, games, and food. Volunteer appreciation event held September 25, 2025, with a potluck party.

Connected Communities

- Staffing: Hired a Connected Communities Program Assistant and Parent & Tot Activity Assistant; onboarded 12 new volunteers.
- Outreach: Hosted Project 529 bike registration and safety booth at UBC Back to School event (30 shield registrations).
- Program launches:
 - *Culture Connect: Crafting Around the World* (ages 5–8, with UBC Bright Light Youth Mentors) – 9 registrants.
 - *Spanish Storytime Drop-In* (ages 0–5, families)
- *Family Movie Night* drew 45 attendees.

Youth Programs

- Leadership meetings began in September to support youth instructors with classroom management and peer learning.



- Youth-led programs included: Public Speaking Club, Chess, Creative Outreach, Youth Environmental Alliance, Mandarin Conversation, 3D Bookmaking (*Build & Bloom*), and History Adventurers.
- *Build & Bloom* was awarded Inspiring Community Grant by UBC Inspired for 3D bookmaking.
- Leadership:
 - Pre-teen program (12 participants, majority returning) – visited UBC Reconciliation Pole Sept 29.
 - Youth Leadership program welcomed 24 participants; preparing UNA Halloween haunted house.
- Youth Night Committee: Ongoing recruitment challenges, only 1 member recruited. Outreach at University Hill Secondary PAC held Sept 24 to encourage engagement.

Senior Programs

- Renamed “Seniors” program guide section to “Older Adults” for inclusivity (ages 45+).
- New programs: Senior Choir, Healthy Aging Seminar Series, Soups & Social, Tai Chi.
- Tai Chi now offered daily indoors (Mon–Fri, 8:45–9:45AM) at Old Barn, responding to group’s weather/weather disruption concerns.
- Collaborated with BC Brain Wellness on *Healthy Aging*, *Soups & Social*, and intergenerational *Ballroom Dance*.

Special Events

- Night Shift: Trivia Night (Sept 20): 41/50 tickets sold, successful feedback for more adult-focused events. Generated \$297.25 in revenue, showing potential opportunities for cost-recovery.
- Neighbours Day (Sept 6): First year with full attendance tracking. Total: 1,625 participants.
 - Costs: \$18,680, offset by \$5,000 UBCPT sponsorship.
 - Concerns over event signage, food options, waivers and environmental conditions.
 - Strongest volunteer turnout on record (82 participants).

OPERATIONS + SUSTAINABILITY

Highlights of Major Activities:

Wesbrook Area Parking & 15 Minutes Loading Zone Pilot Project

Since the end of the COVID-19 pandemic, the Wesbrook area has experienced a significant increase in demand for both commercial (online purchase) and food delivery services. The **lack of dedicated, short-term parking** for delivery vehicles is forcing drivers to double-park on roadways, which creates several immediate safety and congestion issues:

- **Safety Hazard:** Double parking compromises safety for cyclists and creates unsafe situations for drivers attempting to navigate around the obstruction.
- **Congestion & Delays:** Roadway obstructions delay transit buses and impede general traffic flow.
- **Operational Conflict:** Limited curbside space leads to conflicts during essential activities like waste management pick-ups.
- **Lack of Space:** For residential move-in/move-out activities.

Both UBC Transportation Engineering and the UNA Transportation Consultant have reviewed this issue and recommended a common solution.

- **UBC Recommendation:** The UBC Transportation Engineering department provided a memo recommending specific locations within the Wesbrook area for dedicated loading zones.
- **UNA Study:** A recent UNA Traffic Study reviewed these locations and concluded that implementing **new 15-minute loading zones** is the most effective measure to mitigate the key issues noted above.

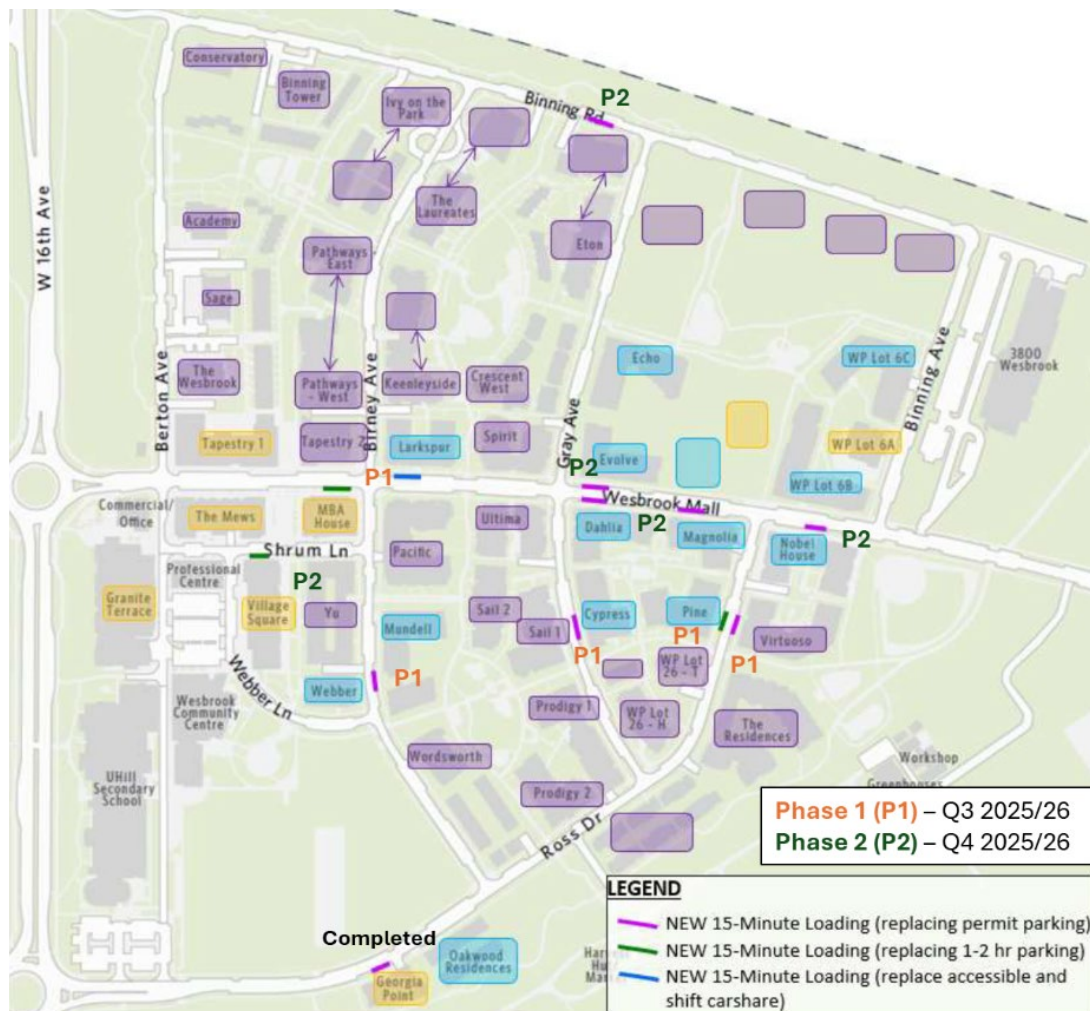
The implementation of these loading zones is supported by both reports and is essential to improving safety and traffic flow in Wesbrook.

Proposed Pilot Project: Implementation Plan

The UNA Operations Department proposes a **phased roll-out** of designated 15-minute loading zones in the Wesbrook area. The standard loading zone length will be approximately **15 meters**, designed to accommodate either two passenger vehicles or one 10-tonne commercial truck.

Phase	Location Focus & Priority	Target Roll-out Period
Phase 1 (P1)	High Priority: Locations along major transit and designated bike routes (e.g., Ross Drive) and areas with known acute double-parking problems. This phase will strategically alleviate congestion ahead of anticipated lane closures from future construction activities.	October – December 2025 (Q4)

Phase 2 (P2)	Secondary Priority: Remaining locations identified in the traffic studies.	January – March 2026 (Q1)
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Key Project Milestones	Target Date
Phase 1 Implementation	October – November 2025
Phase 2 Implementation	January – March 2026
Pilot Review & Assessment	September 2026



Annual Tree Pruning Project Underway

The annual tree pruning is officially underway! The team began work in Chancellor Place on October 14 and will move to Hampton Place later this month.

In Hampton Place, the pruning work is focused on two key areas:

- **Public Safety:** It involves clearing major limbs above sidewalks and roadways and addressing any encroachment onto private properties.
- **Future Planning:** Preparing the trees for an upcoming Emerald Ash Borer (EAB) assessment, which is crucial for long-term tree health planning.

Hampton Roadway Repair Scheduled

A milling and repaving project scheduled for the roadway surrounding the West Roundabout.

This project is expected to take two days, beginning on October 23 (this project is weather dependent). A traffic management team will be on-site to direct traffic. Our core goal is to maintain vehicle access to all strata while minimizing delays and interruptions during the work period.

East Roundabout Replanting

Later this Fall, the Operations team will begin replanting the Hampton Place East Roundabout. We are utilizing climate-adaptive species to enhance both the aesthetic appeal and the long-term resilience of the area. Staff have met with local residents and will continue engagement through replanting.

FINANCE

Highlights of Major Activities:

- Budget Planning for 2026/27
- Updating the Five-Year Financial Model
- HR System Implementation Update

Budget Planning for 2026/27:

Budget planning for fiscal year 2026/27 is already underway. I have been working closely with all departments to draft the budget for the upcoming year. As noted in the Finance Committee update from September, the current plan is to present the initial draft at the November Board meeting, with the final version scheduled for completion in February 2026. For more details on the budgeting process and timeline, please refer to the budget



development timeline included in the September Board Report under the Finance Committee update.

Updating the Five-Year Financial Model:

The project involving collaboration with UBC and an external consultant to update the five-year financial model was temporarily paused due to the consultant's unavailability in recent months. The project has since resumed and is now in its final stages. Given the importance of the five-year model as a key tool in the UNA budgeting process, the timing of its completion aligns well with our current budget timeline.

HR System Implementation Update:

There are no significant updates regarding the HR system at this time, aside from a few remaining training sessions for specific modules. Once those are completed, the implementation will be finalized. The Payroll and Time Management modules have been functioning well, and the feedback received so far has been positive. That said, it will take some time for the organization to fully adapt to the new processes, which differ from previous practices.

Financial Implications

None.

Operational Implications

None.

Strategic Objective

None.

Attachments

None.



Concurrence

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

Respectfully submitted,

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

Paul Thorkelsson
Chief Administrative Officer



Report Date: October 8, 2025
Meeting Date: October 21, 2025
From: Dave Gillis, Recreation Manager

Subject: Recreation Summer Season Report

Background

This Summer 2025 report provides a comprehensive review of finance, key performance indicators (KPIs), and major program outcomes across UNA recreation facilities. The report is presented for information and future planning. The report provides a general overview of the summer season performance, detail data is provided in the attached Appendix document

Decision Requested

For information.

Discussion

Facility Operations

Facility usage in July and August reflected high participation in summer camps and moderate engagement for regular programs.

- Wesbrook CC rooms were generally well-utilized for their intended functions. Gymnasium and dance studio were at capacity; other rooms averaged 50% utilization.
- Old Barn CC room usage was below 50% capacity, mainly due to seasonal low demand and limited non-camp programming.

Customer Service & Staffing

- Both centers managed heavy summer camp volumes and steady newcomer traffic with effective scheduling and front desk team coordination.
- Staff operated at 92.7% of budgeted hours, with no new hires needed.
- Most shifts are covered by Levels 3 and 4 staff.
- 45 training hours were delivered in late August to support workforce development.



Staffing Distribution

Level	Hours	Cost	% Total Cost
Level 1	172	\$3,440.00	5.6%
Level 2	898.5	\$20,355.53	30.1%
Level 3	786	\$18,788.40	26.3%
Level 4	1,131.75	\$28,293.75	38.0%
Total	2,988.25	\$70,877.68	100%

Key KPIs

- Budgeted Hours (2 months): 3,224.25
- Actual Hours Worked: 2,988.25
- % Budget Used: 92.7%
- Total Shifts: 531
- Staff retention and coverage remained strong with recommendations for auxiliary staff and rotating schedules to prevent burnout.

Community Feedback – July/August

New Support Tickets	Received	Resolved	Unresolved
In Person / Comment Box	3	3	0
Digital / Zoho System	138	138	0

Key KPIs

- All tickets are resolved within 2 working days.
- Zoho System remains as the source of community feedback
 - Comment Box <2% of inquiries received
 - Zoho System >98% of inquiries received



Health & Fitness Centres

- Fitness memberships increased from 558 to 581 over last year; combined revenue for Wesbrook and Old Barn was \$38,405 (down from \$47,267, attributed to pass mix).
- Wesbrook CC: Despite higher membership sales, revenue was lower due to fewer high-value pass purchases.
- Old Barn CC: Slight drop in total memberships and revenue, but strong August recovery.

Attendance Trends

- Both centers combined welcomed 8,943 fitness patrons in July/August (versus 8,784 last year), Wednesday being the busiest day.
- Personal training revenue rose to \$13,478 (up from \$12,087); the six-session and 24-session packages generated the most income.

Fitness Programs

- Summer 2025 saw 44 fitness programs offered (up from 37) but higher cancellations due to instructor shortages.
- Signature programs (Zumba, Gentle Yoga) performed strongly, maintaining or increasing revenue.

Recreational Programming

- Family activities, sports, and educational programs achieved good registration and revenue results, with some standout areas (e.g., children's sports, badminton).
- Summer external partner camps ran over 8 weeks: 16 camps, 215 registrations, only 13 withdrawals. External camp revenue jumped 44% to \$83,240.

Programming KPIs

Metric	2024	2025	Change
Programs Offered	138	138	-
Registration	853	917	+7.5%
Waitlist	110	171	+55%
Withdrawals	124	110	-11.3%
Total Programming Revenue	\$161,837	\$180,287	+11.5%

Community Programs & Volunteers

- Newcomer's programming expanded: 13 sessions and five partnerships, recording 300+ participants and a 4.8/5 satisfaction survey rating.
- Volunteer pool grew from 260 to 600; retention remained above 90%.
- Volunteer-led programs increased, helping deliver large events such as Neighbours Day and Music in the Park.

Rentals & Bookings

- Birthday party bookings and field/rental revenue declined from prior years due to summer season trends (low indoor demand, holidays).
- Wesbrook CC: \$5,400 birthday party revenue.
- Old Barn CC: \$2,230 birthday party revenue.
- Room utilization remained strong, but peak demand limits external bookings.
- Recommendations include promotional discounts for low-demand slots and lighting installations to support night bookings.

Events & Engagement

- Canada Day event satisfaction: 4.7/5 (on target).
- Neighbours Day: 3.7/5 (needs improvement, especially around food, activities, and communications).
- Event attendance and retention KPIs met repeat participation targets.
- Recommendations centered on expanding children's activities, improving food and event logistics, and sharpening promotional accuracy.

Recommendations

- Continue focused staff training and introduce flexible scheduling.
- Promote facility and rental usage during off-peak times with discounts.
- Review and expand programming capacity in high-demand areas (camps, newcomer sessions).
- Sustain marketing for birthday parties and room bookings, especially in resident communities.
- Address event survey feedback by improving logistics, activity diversity, and food options.



This report is submitted for information, highlighting operational strengths, community participation, and areas for future enhancement. Detailed data is provided in the attached appendix document.

Financial Implications

None.

Operational Implications

None.

Strategic Objective

None.

Attachments

None.

Concurrence

1. Paul Thorkelsson, Chief Administrative Officer

Respectfully submitted,

Dave Gillis

Dave Gillis, Recreation Manager

Report Date: October 6th, 2025

Meeting Date: October 21st, 2025

From: Dave Gillis, Recreation Manager

Subject: Recreation Summer Season Report - Appendix

Facility Operations

Facility Usage

Facility usage in July and August shows a distinct pattern compared to the other three seasons. The primary activities at the two Community Centres during this period are summer camps, with a small number of regular programs. In 2025, the UNA operated nine weeks of summer camps, offering a total of 33 camps with 426 enrollments.

At the Wesbrook Community Centre, most rooms have been reasonably utilized for their intended purposes. For example, the Board Room is primarily reserved for internal functions, while the Youth and Senior Centre serves as a free drop-in community space. The Childminding Room is designated for childcare service in partnership with the YMCA.

Among the other rooms, usage varies. The gymnasium and dance studio have reached maximum capacity, while most other functional rooms are operating at or near 50% capacity. Although some rooms have the potential for increased usage, it is often challenging to balance periods of high and low demand.

At the Old Barn Community Centre, room usage remains below 50% capacity, with limited program offerings beyond summer camps. Summer is typically a low season for room rentals, which has impacted overall space utilization.

WCC							
Facility	Programs	Sessions	Hours	Amount	Rentals	Total Facility Hours	Facility Usage
Gymnasium Full	73	608	812.5	\$ 7,048.61	16	817.5	99%
Dance Studio	66	663	696.25	\$12,980.35	7	817.5	85%
Social Room	52	325	524.58	\$ 5,087.40	28	817.5	64%
Multi-Purpose Room	44	329	500.25	\$ 4,478.35	12	817.5	61%
Art Room	52	243	377.42	\$ 3,479.50	9	817.5	46%
Studio B	57	684	375.5	\$21,451.50	4	817.5	46%
Youth and Seniors Centre	21	235	335.83	\$ -	4	817.5	41%
Studio A	39	374	275	\$ 9,339.00	7	817.5	34%
Board Room	34	145	251	\$ -	27	817.5	31%
Gymnasium East Half	22	143	170.5	\$ 667.95	0	817.5	21%
Gymnasium West Half	8	106	137	\$ 900.34	0	817.5	17%
Childminding Room	2	24	24	\$ 247.50	0	817.5	3%
OBCC							
Facility	Programs	Sessions	Hours	Amount	Rentals	Total Facility Hours	Facility Usage
Meeting Room 1 and 2	23	85	302.25	\$ 3,681.20	7	722	42%

Operational Cost Trend

Office supply expenses supporting the daily operations of the two centres from April to August increased by 34% compared to the same period last year. This rise is primarily due to inflation and an increase in services and activities. It is expected that office supply costs will continue to rise in the next fiscal year.

Office Supplies for Wesbrook and Old Barn Community Centre					
	2024-2025 Actual	% of Total	Monthly	2025-2026 Actual (Apr to Aug)	Monthly
WCC	\$5,612	78%	\$ 467.67	\$3,271	\$654.20
OBCC	\$1,578	22%	\$ 131.50	\$735	\$147.00
Total	\$7,190		\$ 599.17		\$801.20
					34%

Customer Service - Staffing

During Summer 2025, both centers experienced a busy and engaging season marked by high volumes of camps and newcomer visits. At the WCC, gym space was occupied with camp programming until late afternoons, which reduced the need for sports programming and allowed for decreased staffing at that site. Staffing capacity was temporarily impacted by vacations and internships; however, through effective scheduling and strong team coordination, the Front Desk maintained consistent service coverage across both centers.

Despite these challenges, the team demonstrated flexibility, professionalism, and a strong commitment to service—playing a key role in supporting daily operations, camps, programs, and special events throughout the season.

Front Desk - Staffing

Front desk staffing	FD level 1	FD level 2	FD level 3	FD level 4	Total hours
June 29- July 6	29.25	41.75	119.25	148.75	339
July 7-12	11	107.75	87	132.25	338
July 13-19	16.75	89.5	93.5	130.5	330.25
July 20-26	25.5	129.5	60.5	110.75	326.25
July 27-August 2	25	82.75	77.5	116.5	301.75
August 3-9	6.5	96.25	80	125.75	308.5
August 10-16	15	126.5	78.5	116	336
August 17-23	15.75	95.75	97.75	131.5	340.75
August 24-30	27.25	128.75	92	119.75	367.75
total hours	172.00	898.5	786.00	1131.75	2988.25

Summary of the staffing at two centers during the summer season

	Level 1	Level 2	Level 3	Level 4	Total
Total Hours	172.0	898.5	786.0	1,131.75	2,988.25
Average / Week	18.56	99.83	87.33	126.31	332.03

Staffing overall	5.6%	30.1%	26.3%	38%	100%
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Key Performance Indicators (KPIs)

Metric	Value
Budgeted Hours (2 months)	3,224.25 hours
Actual Hours Worked	2,988.25 hours
Budgeted hours (one week)	358.25
Average hours worked (One week)	332.03
% of Budgeted Hours Used	92.7%
Total Shifts Covered	531
Hiring During Period	None
Weeks Tracked	9 weeks (June 29–Aug 30)

Staffing Distribution by Level and Labor Cost Estimate

Level	Hourly Rate	Total Hours	Total cost	% of Total
Level 1	\$20.00	172.00	\$3,440.00	5.6 %
Level 2	\$22.65	898.50	\$ 20,355.53	30.1 %
Level 3	\$23.90	786.00	\$18,788.40	26.3 %
Level 4	\$25.00	1,131.75	\$28,293.75	38.0 %
Total		2998.25	\$70,877.68	100 %
Average of FD labor cost	\$23.75 Budgeted	3224.25 9 weeks	\$76,575.93	

Observations

Front Desk team operated efficiently at 92.7% of the summer staffing budget, supported by reduced activity in the Gym and program areas due to summer camps. The team successfully maintained full coverage without the need for new hires, demonstrating strong staff retention and flexibility in scheduling. A majority of the workload was carried by higher-level staff (Levels 3 and 4), helping to ensure consistent service quality throughout the season. Additionally, the inclusion of 45 training hours in late August reflects a continued investment in staff development and a collaborative work environment.

Recommendations

To support long-term staffing sustainability, please consider rotating senior team members to help prevent burnout and maintain high performance. Establishing a backup or staffing pool could also help cover vacation gaps and unexpected absences more effectively. It may also be beneficial to hire the Front Desk Auxiliary staff,

as increasing coverage at this level could provide more development opportunities and greater flexibility for shift coverage.

Health & Fitness Centres

Fitness Centre Membership & Attendance

Wesbrook Membership - July 2024

Totals:				
Pass	Youth	Resident	Non-resident	Total #
10 Punch Pass	22	58	22	102
1 Month Pass	32	68	29	129
3 Month Pass	3	33	4	40
6 Month Pass	7	12	2	21
Year Pass	0	7	0	7
Totals:	64	178	57	299
Pass	Youth	Resident	No discount	Total Revenue
10 Punch Pass	\$838.20	\$2,761.96	\$1,257.08	\$4,857.24
1 Month Pass	\$1,219.20	\$3,238.16	\$1,657.06	\$6,114.42
3 Month Pass	\$314.29	\$3,771.57	\$571.44	\$4,657.30
6 Month Pass	\$1,333.36	\$2,514.24	\$476.20	\$4,323.80
Year Pass	\$-	\$2,666.65	\$-	\$2,666.65
Totals:	\$3,705.05	\$14,952.58	\$3,961.78	\$22,619.41

Wesbrook Membership - July 2025

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total Revenue
10 Punch Pass	12	\$457.20	70	\$3,333.40	19	\$1,085.66	101	\$4,876.26
1 Month Pass	21	\$800.10	90	\$4,285.80	12	\$685.68	123	\$5,771.58
3 Month Pass	1	\$104.76	18	\$2,057.22	7	\$1,000.02	26	\$3,162.00
6 Month Pass	0	\$0.00	7	\$1,466.64	0	\$-	7	\$1,466.64
Year Pass	0	\$0.00	9	\$1,523.80	0	\$-	9	\$1,523.80
Total	34	\$1,362.0	194	\$12,666.8	38	\$2,771.3	266	\$16,800.28



Old Barn Membership - July 2024

Totals:				
Pass	Youth	Resident	Non-resident	Total #
10 Punch Pass	2	21	5	28
1 Month Pass	6	11	2	19
3 Month Pass	0	4	0	4
6 Month Pass	0	0	0	0
Year Pass	0	2	0	2
Totals:	8	38	7	53

Pass	Youth	Resident	No discount	Total Revenue
10 Punch Pass	\$23.81	\$599.97	\$190.50	\$814.28
1 Month Pass	\$23.81	\$314.27	\$76.20	\$414.28
3 Month Pass	\$-	\$228.57	\$-	\$228.57
6 Month Pass	\$-	\$-	\$-	\$-
Year Pass	\$-	\$476.20	\$-	\$476.20
Totals:	\$47.62	\$1,619.01	\$266.70	\$1,933.33

Old Barn Membership - July 2025

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total Revenue
10 Punch Pass	2	\$47.62	11	\$314.27	0	\$-	13	\$361.89
1 Month Pass	0	\$-	3	\$85.71	3	\$114.30	6	\$200.01
3 Month Pass	0	\$-	1	\$76.19	0	\$-	1	\$76.19
6 Month Pass	0	\$-	1	\$142.86	0	\$-	1	\$142.86
Year Pass	0	\$-	0	\$-	0	\$-	0	\$-
Total	2	\$47.62	16	\$619.03	3	\$114.30	21	\$780.95

Wesbrook Membership - August 2024

Totals:				
Pass	Youth	Resident	Non-resident	Total #
10 Punch Pass	18	64	22	104
1 Month Pass	23	67	18	108
3 Month Pass	3	33	2	38
6 Month Pass	2	15	1	18
Year Pass	0	6	1	7
Totals:	46	185	44	275
Pass	Youth	Resident	No discount	Total Revenue
10 Punch Pass	\$685.80	\$3,047.68	\$1,257.08	\$4,990.56
1 Month Pass	\$876.30	\$3,190.54	\$1,028.52	\$5,095.36
3 Month Pass	\$314.30	\$3,771.57	\$285.72	\$4,371.59
6 Month Pass	\$380.96	\$3,142.80	\$238.10	\$3,761.86
Year Pass	\$-	\$2,285.70	\$428.57	\$2,714.27
Totals:	\$2,257.36	\$15,438.29	\$3,237.99	\$20,933.64

Wesbrook Membership - August 2025

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total Revenue
10 Punch Pass	12	\$457.20	57	\$2,714.34	20	\$1,142.80	89	\$4,314.34
1 Month Pass	20	\$762.00	65	\$3,095.30	10	\$571.40	95	\$4,428.70
3 Month Pass	4	\$419.04	36	\$4,114.44	3	\$428.58	43	\$4,962.06
6 Month Pass	3	\$190.48	9	\$1,885.68	2	\$476.20	14	\$2,552.36
Year Pass	1	\$333.33	4	\$1,523.80	2	\$857.14	7	\$2,714.27
Total	40	\$2,162.05	171	\$13,333.56	37	\$3,476.12	248	\$18,971.73

Old Barn Membership - August 2024

Totals:				
Pass	Youth	Resident	Non-resident	Total #
10 Punch Pass	2	25	5	32
1 Month Pass	1	9	0	10

3 Month Pass	0	0	0	0
6 Month Pass	0	1	1	2
Year Pass	0	1	0	1
Totals:	3	36	6	45
Pass	Youth	Resident	No discount	Total Revenue
10 Punch Pass	\$23.81	\$714.25	\$190.50	\$928.56
1 Month Pass	\$23.81	\$257.13	\$-	\$280.94
3 Month Pass	\$-	\$-	\$-	\$-
6 Month Pass	\$-	\$142.86	\$190.48	\$333.34
Year Pass	\$-	\$238.10	\$-	\$238.10
Totals:	\$47.62	\$1,352.34	\$380.98	\$1,780.94

Old Barn Membership - August 2025

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total Revenue
10 Punch Pass	1	\$23.81	23	\$657.11	2	\$76.20	26	\$757.12
1 Month Pass	0	\$-	10	\$285.70	3	\$114.30	13	\$400.00
3 Month Pass	0	\$-	2	\$152.38	1	\$104.76	3	\$257.14
6 Month Pass	0	\$-	2	\$285.72	0	\$-	2	\$285.72
Year Pass	1	\$152.38	0	\$-	1	\$-	2	\$152.38
Total	2	\$176.19	37	\$1,380.91	7	\$295.26	46	\$1,852.36

Wesbrook 2024 vs 2025 Fitness Center Membership Data

Month	2024 WCC Memberships Sold	2024 WCC Revenue Total	2025 WCC Memberships Sold	2025 WCC Revenue Total
July	240	\$22,619.41	266	\$16,800.28
August	220	\$20,933.64	248	\$18,971.73

Totals:	460	\$43,553.05	514	\$35,772.01
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Wesbrook Membership Highlights

- We sold 33 more memberships in July 2025 than July 2024.
- July 2024 had more revenue due selling 28 more 3 month and 6 month passes than July 2025. As a result, July 2024 had \$5819.13 more revenue than July 2025.
- In August 2024 we sold 27 more memberships than 2025.
- August 2024 had \$1961.91 more revenue than August 2025.
- Overall, we sold more fitness memberships in Summer 2025 vs. the previous Summer 2024; however, more revenue was generated in Summer 2024 due to membership type.

Old Barn 2024 vs 2025 Fitness Center Membership Data

Month	2024 OBCC Memberships Sold	2024 OBCC Total Revenue	2025 OBCC Memberships Sold	2025 OBCC Total Revenue
July	53	\$1,933.33	21	\$780.95
August	45	\$1,780.94	46	\$1,852.36
Total	98	\$3,714.27	67	\$2,633.31

Old Barn Membership Highlights

- July 2024, we sold 32 more membership than July 2025. Therefore, revenue was \$1152.38 more in 2024 than 2025.
- However, in August 2025 we had higher membership sales and revenue than 2024.
- Combine month Old Barn revenue was \$1080 higher due to membership sales in July 2024.

Combined WCC vs OBCC Membership Data

Month	2024 Membership Sold	2024 Total Membership Revenue	2025 Membership Sold	2025 Total Membership Revenue
July	293	24,552.74	287	\$17,581.23
August	265	22,714.58	294	\$20,824.09
Totals:	558	47,267.32	581	38,405.32

July 2024 Attendance

Days	WCC	OBCC	Combined
Sunday Total	449	61	510
Monday total	701	73	774
Tuesday total	705	89	794
Wednesday Total	660	81	741
Thursday Total	504	53	557

Friday Total	544	63	607
Saturday Total	425	52	477
Total	3988	472	4460

August 2024 Attendance

Days	WCC	OBCC	Combined
Sunday Total	458	47	505
Monday total	519	63	582
Tuesday total	583	53	636
Wednesday Total	536	62	598
Thursday Total	615	56	671
Friday Total	639	62	701
Saturday Total	571	60	631
Total	3921	403	4324

July 2025 Attendance

Days	WCC	OBCC	Combined
Sunday Total	447	56	503
Monday total	625	94	719
Tuesday total	661	93	754
Wednesday Total	763	119	882
Thursday Total	483	73	556
Friday Total	572	81	653
Saturday Total	452	75	527
Total	4003	591	4594

August 2025 Attendance

Days	WCC	OBCC	Combined
Sunday Total	454	57	511
Monday total	522	73	595
Tuesday total	567	84	651
Wednesday Total	516	85	601
Thursday Total	495	74	569
Friday Total	670	87	757
Saturday Total	581	84	665
Total	3805	544	4349

Average Fitness Attendance

Month	2024 WCC Average Attendance	2025 WCC Average Attendance	2024 OBCC Average Attendance	2025 OBCC Average Attendance
July	129.85	133.67	15.22	19.49
August	126.35	127.37	13	18.39
Totals:	128.1	130.52	14.11	18.94

Fitness Attendance Highlights

- July was the busiest month for both years.
- We averaged just 133 patrons a day in July.

Combined Weekly Attendance

Days	Jul-24	Aug-24	Jul-25	Aug-25
Sunday Total	510	505	503	511
Monday total	774	582	719	595
Tuesday total	794	636	754	651
Wednesday Total	741	598	882	601
Thursday Total	557	671	556	569
Friday Total	607	701	653	757
Saturday Total	477	631	527	665
Total	4460	4324	4594	4349

Attendance Data Highlights:

- In July, Wednesday was the busiest day as we had 882 patrons come through both centers.
- Monday, Tuesday, and Wednesday is consistently the busiest days of the week.
- This summer we had 179 more patrons come through this summer than last year
- Sunday is consistently the quietest day in the week.
- According to the numbers August

Section 2: Personal Training

Personal Training 2024

Totals:			
Packages	Resident	Non-Resident	Total #
Intro Package	7	0	7
Single Session	2	0	2
3 Sessions Package	9	0	9
6 Session Package	9	0	9
12 Session Package	5	1	6

24 Session Package	3	0	3
Group Session	2	0	2
Totals:	37	1	38
Pass	Resident	Non-Resident	Total \$
Intro Package	\$693.00	\$0.00	\$ 693.00
Single Session	\$76.20	\$0.00	\$ 76.20
3 Sessions Package	\$1,417.50	\$0.00	\$ 1,417.50
6 Session Package	\$2,700.00	\$0.00	\$ 2,700.00
12 Session Package	\$2,850.00	\$600.00	\$ 3,450.00
24 Session Package	\$3,240.00	\$0.00	\$ 3,240.00
Group Session (2 Client * 3 Sessions)	\$510.00	\$0.00	\$ 510.00
Totals:	\$11,486.70	\$600.00	\$ 12,086.70

Highlights:

- With only 2 packages sold, the 24-session package produced the most revenue.
- Three Session and Six Session Packages were the most popular packages sold with each of 9 sold.

Personal Training 2025

Totals:			
Packages	Resident	Non-Resident	Total #
Intro Package	1	0	1
Single Session	6	0	6
3 Sessions Package	10		10
6 Session Package	9	3	12
12 Session Package	3	1	4
24 Session Package	4	0	4
Group Session	2	0	2
Totals:	35	4	39
Pass	Resident	Non-Resident	Total \$
Intro Package	\$99.00	\$0.00	\$ 99.00
Single Session Package	\$330.00	\$60.00	\$ 390.00

3 Sessions Package	\$1,575.00	\$345.00	\$ 1,920.00
6 Session Package	\$2,700.00	\$628.56	\$ 3,328.56
12 Session Package	\$1,710.00	\$1,200.00	\$ 2,910.00
24 Session Package	\$4,890.00	\$0.00	\$ 4,890.00
Group Session (2 Client * 3 Sessions)		\$0.00	\$ -
Totals:	\$ 11,304.00	\$ 2,233.56	\$ 13,537.56

Highlights

- 24 Sessions and 6 Sessions generated the most revenue.
- Three Session and Six Session Packages were the most popular packages sold (similar to last season).
- Four 24 Session Packages were that generated of \$4,000 in revenue.

Personal Training Season Comparison

Month	2024 PT Packageess Sold	2024 Total PT Revenue	2025 PT Packageess Sold	2025 Total PT Revenue
July	22	\$ 7,963.20	17	\$ 3,931.50
August	16	\$ 4,123.50	27	\$ 9,546.06
Totals:	38	\$ 12,086.70	44	\$ 13,477.56

Personal Training Number Highlights

- July 2024 had 5 more membership sales than July 2025.
- In August 2025 11 more personal training packages were sold than August last year. As a result, we had \$1390.86 more revenue in personal training this summer.

Section 3: Fitness Programs

Fitness Program Registration

Fitness Programs	Summer 2024	Summer 2025
Total # of Programs	28	30
Cancelled Programs	9	14

Programs Ran	19	16
Fitness	8	7
Yoga	9	8
Seniors Activities	2	1
Total Revenue	\$8,372.10	\$8,465.85

[Text Wrapping Break]

Seasonal Highlights

Number of programs

There were 44 fitness programs for the Summer 2025 season, an increase from 37 in Summer 2024. However, the higher number of cancelled fitness programs this summer was primarily due to last minute changes in instructor availability and low registration (particularly in programs such as Pilates and niche programs such as Prenatal & Postnatal Yoga).

Revenue

Despite fewer fitness programs ran this summer, overall revenue was higher than Summer 2024. This is attributed to the success of popular fitness programs such as Zumba and Gentle Yoga which are consistently well-attended across every programming season.

New fitness

In August this year, we held an outdoor Zumba class outside Wesbrook next to the Splash Pad. This one-time class was led by UNA Zumba instructor Maryam Baghaeyan with the goal of introducing Zumba fitness in an outdoor space. Eight participants attended in total. Earlier planning with a pre-set summer schedule of outdoor fitness classes is a consideration for a future program series.

Takeaways & considerations

Given that the summer season is consistently the slowest programming season at the UNA, future program planning should aim to reflect 2025 and 2024 report findings. The number of fitness programs (fitness, yoga, seniors' activities) may decrease to about 35 programs total.

Future focus should emphasize outdoor fitness, fitness pop-ups, and perhaps wellness series to encourage variety in fitness participation without relying on full-season registrations.

Recreational Programming

Family Activities and Events

Activity Name	Reg Total	% Filled	Waitlist	Total \$
Family Pickleball Drop-in	88	NA	0	\$243.00
Family Badminton Drop-In	103	NA	0	\$278.00
Family Badminton Drop-In	45	NA	0	\$128.70
Family Pickleball Drop-in	63	NA	0	\$179.70

SubTotal	299		0	\$829.40
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Adults & Seniors - Sports

Activity Name	Reg Total	% Filled	Waitlist	Total \$
Pickleball Lessons Accelerated Development	12	100%	0	\$3,247.50
Pickleball	18	100%	10	\$845.00
Badminton Drop-In	206	NA	0	\$1,156.00
Table Tennis	6	25%	0	\$243.00
Badminton	14	78%	0	\$378.00
Volleyball	28	100%	0	\$1,215.00
Basketball Drop-In	169	NA	0	\$1,034.50
Badminton Drop-In	191	NA	0	\$1,103.50
Table Tennis	3	13%	0	\$148.50
Karate Parents Martial Arts and Movement	1	5%	0	\$162.00
Family Karate	6	12%	0	\$901.50
Youth & Adults Karate	2	5%	0	\$324.00
Pickleball Lessons Guided Intermediate Soft Game	16	100%	6	\$2,790.00
Pickleball Lessons Intermediate	12	100%	9	\$3,540.00
Pickleball Lessons Learn to Play (Beginner)	12	100%	4	\$3,322.50
Volleyball Drop-In	312	NA	0	\$1,859.00
Pickleball Drop-In	208	NA	0	\$1,163.00
Indoor Soccer (Futsal)	9	50%	0	\$493.50
Basketball	13	65%	0	\$608.50
Youth & Adults Karate	3	20%	0	\$486.00
Pickleball Lessons Advanced Doubles	12	100%	6	\$3,190.00
Pickleball	18	100%	10	\$870.00
Table Tennis Drop-In	66	NA	0	\$388.10
Karate Parents Martial Arts and Movement	7	23%	0	\$892.50
Family Karate	2	7%	0	\$313.50
Badminton	18	100%	9	\$896.50

Pickleball	18	100%	10	\$742.50
Volleyball Drop-In	121	NA	0	\$746.20
Indoor Soccer (Futsal)	2	11%	0	\$76.50
Basketball	7	35%	0	\$271.00
Badminton	18	100%	11	\$738.00
Badminton Drop-In	134	NA	0	\$793.00
Pickleball	18	100%	8	\$562.00
Pickleball Lessons Learn to Play (Beginner)	12	100%	9	\$1,977.50
Quick 45 Pickleball Drop-In	42	NA	0	\$150.85
Pickleball	18	100%	9	\$556.50
Badminton Drop-In	117	NA	0	\$695.50
Volleyball	8	29%	0	\$257.00
Basketball Drop-In	148	NA	0	\$907.40
Karate Parents Martial Arts and Movement	1	7%	0	\$94.50
Family Karate	1	2%	0	\$108.00
Youth & Adults Karate	4	10%	0	\$411.00
Table Tennis Drop-In	57	NA	0	\$341.90
Table Tennis Drop-In	38	NA	0	\$227.50
SubTotal	2128		101	\$41,228.45

Adults & Seniors - Education

Activity Name	Reg Total	% Filled	Waitlist	Total \$
French Intermediate	15	100%	2	\$1,875.00
French Intermediate Advanced Grammar (free program)	12	80%	0	\$0.00
French Beginner I (Cancelled)	0	0%	0	\$0.00
French Beginner II (Cancelled)	0	0%	0	\$0.00
Emergency Child Care First Aid (cancelled)	0	0%	0	\$0.00
SubTotal	27		2	\$1,875.00

Children - Sports

Activity Name	Reg Total	% Filled	Waitlist	Total \$
Tae Kwon Do Kids	39	65%	0	\$6,429.60
Karate Kids Martial Arts and Movement	17	85%	0	\$2,517.00
Family Karate	17	34%	0	\$2,763.00
Sportball: Floor Hockey	5	50%	0	\$1,052.00
Badminton Beginner	18	100%	2	\$2,776.50
Karate Kids Martial Arts and Movement	9	30%	0	\$1,260.00
Family Karate	7	23%	0	\$1,045.50
Active Kids: Soccer	15	83%	0	\$2,131.80
Active Kids: Basketball	22	92%	0	\$4,443.60
Active Kids: Basketball	14	88%	1	\$2,693.60
Active Kids: Girls Play Basketball	10	83%	0	\$1,436.40
Active Kids: Basketball	10	63%	0	\$1,626.80
Badminton Beginner	7	39%	0	\$858.00
Volleyball BC: Smashball	0	0%	0	\$0.00
Tae Kwon Do Kids	8	13%	0	\$919.80
Karate Kids Martial Arts and Movement	5	33%	0	\$538.50
Family Karate	6	12%	0	\$660.00
Sportball: Outdoor Soccer	8	67%	0	\$1,016.00
SubTotal	217		3	\$34,168.10

Children - Education

Activity Name	Reg Total	% Filled	Waitlist	Total \$
Math4Kids	3	25%	0	\$475.00
Math4Kids	5	42%	0	\$780.00
English Reading and Writing Gr 1-2	10	100%	1	\$1,145.20
English Reading and Writing Gr 3-4	9	90%	0	\$1,045.80
Minecraft Coders Intermediate	10	67%	0	\$1,754.00
Science for Kids (cancelled)	0	0%	0	\$0.00
Sportball: Floor Hockey	5	50%	0	\$1,052.00

English Reading and Writing Gr 1-2	10	100%	0	\$1,184.40
English Reading and Writing Gr 3-4	10	100%	0	\$1,054.20
Cantonese for Kids	5	50%	0	\$1,350.00
Science for Kids	0	0%	0	\$41.80
Minecraft Coders Beginner	4	27%	0	\$764.00
Mastering Mandarin Beginner	8	53%	0	\$1,794.80
Mastering Mandarin Intermediate	5	42%	0	\$1,044.40
Mastering Mandarin Advanced	4	33%	0	\$882.00
3D Modeling and Printing	4	40%	0	\$1,110.00
Coding and Modding in Minecraft (cancelled)	0	0%	0	\$0.00
Engineering with VEX Robotics (cancelled)	0	0%	0	\$0.00
Red Cross Babysitting	11	61%	0	\$824.00
Red Cross Babysitting (cancelled)	0	0%	0	\$0.00
SubTotal	103		1	\$16,301.60

Youth - Sports

Activity Name	Reg Total	% Filled	Waitlist	Total \$
Tae Kwon Do Youth	1	2%	0	\$162.00
Family Karate	2	4%	0	\$282.00
Youth & Adults Karate	8	20%	0	\$1,296.00
Youth & Adults Karate	4	27%	0	\$621.00
Badminton Intermediate	18	100%	9	\$2,821.50
Badminton Advanced	17	94%	1	\$3,881.25
Family Karate	3	10%	0	\$387.00
Volleyball BC: Train and Play	6	38%	0	\$923.40

Active Kids: Basketball	12	100%	1	\$2,391.20
Badminton Intermediate	18	100%	4	\$2,188.50
Badminton Advanced	6	33%	0	\$972.00
Volleyball BC: Train and Play	10	63%	0	\$1,078.20
Tae Kwon Do Youth	0	0%	0	\$0.00
Family Karate	0	0%	0	\$0.00
Youth & Adults Karate	5	13%	0	\$364.50
SubTotal	110		15	\$17,368.55

Youth - Education

Activity Name	Reg Total	% Filled	Waitlist	Total \$
Toastmasters Youth Program - Vancouver Gavel Club	19	76%	0	\$1,960.80
SubTotal	19		0	\$1,960.80

Early Years - Sports

Activity Name	Reg Total	% Filled	Waitlist	Total \$
Sportball: Floor Hockey	6	60%	0	\$1,012.00
Active Kids: Multi-Sport and Playtime	10	83%	0	\$1,209.60
Active Kids: Soccer	18	100%	2	\$2,479.40
Sportball: Parent and Child T-Ball (cancelled)	0	0%	0	\$0.00
Sportball: T-Ball (cancelled)	0	0%	0	\$0.00
Sportball: Outdoor Soccer	9	75%	0	\$1,162.00
SubTotal	43		2	\$5,863.00

Early Years - Education

Activity Name	Reg Total	% Filled	Waitlist	Total \$
Science for Preschoolers	6	60%	0	\$1,133.00
Science for Preschoolers	4	40%	0	\$985.60

SubTotal	10		0	\$2,118.60
Grand Totals	3303		124	\$122,415.40

Summer Seasonal Recreation Report – Programming and External Camps

- External Camps Summer 2025

Partners camps ran over of 8 weeks July-Aug 2025 with total number of 16 camps. We offered two camps each week. Each camp partner set their own capacity according to their specific needs and arrangements which aligned with UNA requirements. Camp capacity varies from 10 kids to 20 max. No cancelations were made as all camps were running. Camps were running at two locations WCC and OBCC. Total registration for partner camps was 215 in total. Most of the partners camps age range 6-12. One half day camp and one camp age 4-7 y.o.

	Summer 2024	Summer 2025
Number of weeks	9	8
Offered Camps	18	16
Cancelled	3	-
Registration	165	215
Withdrawal	36	13
Waitlist	24	24
Total Revenue, \$	57 649.6	83 239.87

Even though Summer 2025 ran for fewer weeks (8 vs. 9) and offered fewer camps (16 vs. 18), results were much stronger. Registrations went up by 30% (215 vs. 165), while withdrawals dropped from 36 to 13. No camps were cancelled this year, compared to three in 2024. The waitlist stayed the same at 24, showing demand is still high. Revenue grew by 44%, increasing from \$57,650 in 2024 to \$83,240 in 2025. Overall, Summer 2025 was more successful, with higher participation, fewer cancellations, and stronger finances.

Our main summer camps partners in 2025:

Crossmaneuver – many years summer camp partner offering performing art musical camps for children 4-7- and 7-13-years old age groups. Have strong and stable registration numbers and high interest. Will continue working with CM in the future.

PraiseTEAM – repeating partner who offering K-Pop dance camps for children age 6-12.

Wize Academy – second year camp partner specializing in coding, robotics and 3D printing. Targeted age group 8-12. Popular camp and high interest.

Young Moviemakers – experts in moviemakeing, script writing, and filming. Many years camp partners. Very much popular camp with high demand.

Sportball – offering sports camps like miltisport, soccer, floor hockey camps. Active camp and at the same time popular, focusing on sport gym and outddor activities.

Film in a Box – new partner in 2025, offering stop motion animation camps, where children learn stop motion animation process working in small groups. Partner met expectation for the summer and hoping to work with them next year.

Kumkai Karate – offered camp in UNA for the first time, specializing on combination of martial arts and comic creation. Brought some interest among children 6-12 years. Open for future collaboration.**Programming Report Summer 2025**

Programming Numbers (Revenue, Waitlist, Withdrawals) 2025 vs 2024

	Summer 2024 (July-Aug)	Summer 2025 (July-Aug)
Programs Offered, including camps #	138	138
Registration	853	917
Waitlist	110	171
Withdrawals	124	110

Summer 2025 was stronger than 2024, with higher registrations (+7.5%), fewer withdrawals. The large jump in the waitlist (+55%) signals strong community demand mostly in summer camps and an opportunity to expand or add more capacity in future summers.

Revenue Breakdown by Program Categories 2025 vs 2024

Category	Summer 2024 (July-Aug)	Summer 2025 (July-Aug)
Physical Activity	27 807.38	23 813.85
Arts	10 861.44	4254.80
Music	10 418.10	10 930.50
Education	1666.00	-
Camps	111 083.60	141 287.87
Total, \$	161 836.52	180 287.02

Summer 2025 revenue grew by 11% compared to 2024. The increase came mainly from Camps, which rose by 27%. Music stayed steady, while Physical Activity and Arts went down, and Education was not offered. Summer programs focus was more on camps, therefore weekly regular programs were offered less or did not offer at all. Overall total programming revenue increased for 11.5 % in 2025 compared with 2024.

Seasonal Board Report – Summer 2025 – Internal Camps

2025 KPIs

Children

Activity Name	Starts	Ends	Reg Total	% Filled	Waitlist	Withdraw Total	Total \$
Summer Adventures Camp	7/07/25 09:00 AM	7/11/25 03:30 PM	11	79%	0	1	\$2,904.00
Summer Adventures Camp	7/07/25 09:00 AM	7/11/25 03:30 PM	14	100%	2	4	\$4,110.00
Summer Adventures Camp	7/14/25 09:00 AM	7/18/25 03:30 PM	15	107%	11	1	\$4,140.00
Summer Adventures Camp	7/14/25 09:00 AM	7/18/25 03:30 PM	6	43%	0	1	\$1,680.00
Summer Adventures Camp	7/21/25 09:00 AM	7/25/25 03:30 PM	13	93%	10	3	\$3,750.00
Summer Adventures Camp	7/21/25 09:00 AM	7/25/25 03:30 PM	13	93%	0	1	\$3,690.00
Summer Adventures Camp	7/28/25 09:00 AM	8/01/25 03:30 PM	11	79%	0	4	\$3,120.00
Summer Adventures Camp	7/28/25 09:00 AM	8/01/25 03:30 PM	14	100%	7	6	\$4,050.00
Summer Adventures Camp	8/05/25 09:00 AM	8/08/25 03:30 PM	12	86%	0	1	\$2,736.00
Summer Adventures Camp	8/05/25 09:00 AM	8/08/25 03:30 PM	14	100%	7	4	\$3,216.00
Summer Adventures Camp	8/11/25 09:00 AM	8/15/25 03:30 PM	14	100%	11	2	\$3,940.00
Summer Adventures Camp	8/11/25 09:00 AM	8/15/25 03:30 PM	14	100%	2	6	\$3,900.00
Summer Adventures Camp	8/18/25 09:00 AM	8/22/25 03:30 PM	14	100%	13	3	\$3,930.00
Summer Adventures Camp	8/18/25 09:00 AM	8/22/25 03:30 PM	13	93%	7	2	\$4,020.00
Summer Adventures Camp	8/25/25 09:00 AM	8/29/25 03:30 PM	14	100%	4	3	\$3,870.00
Summer Adventures Camp	8/25/25 09:00 AM	8/29/25 03:30 PM	14	100%	15	3	\$3,960.00
SubTotal			206		89	45	\$57,016.00

Newcomers Programming and Events

Fall 2025 Program of Launch: Strong Start with High Engagement

To welcome newcomers this Fall 2025 season, we have scheduled a total of 13 sessions, including partnerships with the VPL, newcomer social times, and UBC tours. The quarter began with three successful events in September:

- **Newcomer Welcome & Orientation (Sep 13):** This session reached full capacity with 30 registrations and over 20 attendees. It successfully engaged a diverse group of newcomers, ranging from individuals who had arrived within the previous two weeks to those who had been in the community for up to multi years.
- **Newcomer Social Time (Sep 20):** With 26 attendees from 30 registrations, this event fostered a vibrant and extensive discussion about community life within the UNA.
- **Education Topic: English Language Learning (ELL) (Sep 27):** This session featured two youth volunteers who provided valuable strategies for improving English. It generated significant dialogue on key challenges for students, including building social connections in secondary schools and effectively leveraging new technology in their academic lives.

Comparison Fall 2024 and Fall 2025

Newcomer Support	Fall 2024	Fall 2025
Sessions Offered	8	13
Partners	3	5
Newcomer Email list	0	>300
Satisfaction Rate	-	4.8/5 in the first month Sept
Attendance	240	(estimated) 300
Attendance rate at key Newcomer event	100% registration, 80%	100% registration, 80%

Volunteer Management

- **Volunteer Pool Expansion:** We continue to see strong growth in our volunteer community, with the adult volunteer pool now increasing to nearly 600 individuals.
- **Program Continuity:** Following the unexpected departure of an English Conversation instructor, we acted swiftly to recruit and deploy Ava Wang as a replacement. This ensured complete continuity for our students, with no sessions missed.
- **Neighbours Day Execution:** The Neighbours Day event was a resounding success, thanks to our dedicated volunteers. All 80 available slots were filled, and 72 volunteers participated on the day. The team expertly managed all operational facets, including setup, teardown, food service, and game stations. A special Volunteer Appreciation session was held on Sep 25.

English Conversation programs

- The English conversation classes continue to see exceptionally high demand. We have expanded our offerings to seven classes, including a new partnership with VSB on Wednesdays. Registrations are filling rapidly, with some classes reaching capacity within 30 minutes of opening, and most are fully booked within a week.

Summer Season Result

- Senior Choir (New Program 17 registrants) , Song Circle (27 registrants), and Spanish & English Exchange (23 registrants).
- Volunteer Appreciation Session (23)
- For Music in the park, we had 8 volunteers involved in helping.

-

Volunteer	July and August 2024	July and August 2025
Volunteer Pool	Reach to 260	Reach to 600
Active Volunteers	10	25
Numbers of newcomer volunteers	-	>50
Retention rate	-	>90%
Program Output (Volunteer led)	20 in Fall 2024	25 in Fall 2025

Volunteers

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Summer Season Results

- We had a Volunteer Appreciation Session (23)

- For Music in the park, we had 8 volunteers involved in helping.

Connected Communities (UBC)

Connected Communities - Summer 2025 Season Results

Programs:

Program	Avg. # Participants Per Session	Total # Drop-Ins During Summer Season
Babytime (August Only)	4 *	12

*New free social program drop-in registration process- might not reflect total number attended as participants were still getting used to the new process.

Events/Pop Ups/Outreach:

Event:	Approx Numbers of Participants:	Revenue	Costs
Family Movie Night July	41	Ticket: \$82 Concession: \$58.80 Total: \$140.80	Movie: \$40 License: \$77 Concession: \$30 Total: \$147 + 1x Staff Wages
Family Movie Night August	21	Ticket: \$42 Concession: \$15.95 Total: \$57.95	Movie: \$15 License: \$77 Concession: \$7 Total: \$99 + 1x Staff Wage
Music in the Park	~150-200 over 3 hours	\$0	\$1,185.89
Project 529 UBC Farmers Market Booth	~40 over 4 hours	\$0	1x Staff Wage
Splash Into Summer Splash Pad Pop-Up	~40 over 2 hours	\$0	Supplies: \$20 +1x Staff Wage

Wins:

- The new drop-in registration process for free social programs was piloted over the summer with great success. This system has improved our ability to track facility usage for safety purposes and monitor attendance in free programs to better evaluate their performance.
- Despite the rain, Music in the Park had a great turnout, highlighting the community's strong support for events that foster connection and showcase local talent.

Challenges:

- The Connected Communities Program Assistant, two Parent and Tot Leaders, and several volunteer leaders were unable to continue in their roles for the upcoming Fall 2025 season. Replacements required time and effort in recruitment of new candidates.

Youth (UBC) & Youth Programming

July and August

Summer Youth Volunteers

# of Summer Youth Event Volunteers	41
# of Youth Interns	2
# of Summer Camp Youth Leaders-in-Training	21
# of Summer Camp non-UNA Program Volunteers	5
Total # of Youth Volunteers	69

Summer Youth-led Pop-up Events

This was a newly initiated program to involve two youth interns that met every Tuesday to plan community pop-up events. The goal was to encourage the interns to use supplies in stock and create a simple activity that was accessible to community members of varying ages.

There were four pop-up events throughout the summer:

Event	# of Participants
July 22 Community Button Making	75
July 29 Storytime in the Park	25
August 12 Kite Making	100
August 19 Community Picnic and Games	30
Total Number of Participants	230

Key points of observation:

- There were repeat participants each week that were looking for opportunities of engagement in the community
- Families and friends of all ages came to gather for the pop-ups
- General feedback was that people were actively seeking unique opportunities to gather and create something together
- The youth interns were provided a meaningful way to be creative and connect with the community

Summer Youth Leaders-in-Training

During the UNA's Summer Adventures Camp from July 7 – August 29, we had 21 youth participate as Leaders-in-Training (LIT). They were provided with a mandatory half-day workshop training them in their role as a LIT assisting the Camp Leaders. 8 out of the 21 youths volunteered for more than one week.

Actively Aging & Seniors

Senior Programming Highlights

Program Guide Change

Starting this fall, we updated our program guide's "seniors" section and renamed it "older adults" to better reflect our inclusive programming. This section now caters to adults aged 45 and older.

New Programs

- Senior Choir
- Healthy Aging Seminar Series
- Soups & Social
- Tai Chi

Collaboration with BC Brain Wellness

BC Brain Wellness is a new partner that led three program sessions during the month of September: Soups and Social, the Healthy Aging Seminar Series, and Intergenerational Ballroom Dance. Their primary target demographic is seniors, making this a valuable collaboration in terms of shared knowledge, resources, and community engagement.

Tai Chi

A daily Tai Chi program has been established in the Social Room from 8:45 AM to 9:45 AM, Monday through Friday. This provides a dedicated indoor space for our seniors, ensuring continuity of practice during inclement weather. The group, which previously self-organized outdoors, has expressed great appreciation for this new arrangement.

Internal & External Rentals and Bookings

Booking utilization Rate:

WESBROOK COMMUNITY CENTRE

Birthday parties WCC 2025-2026

CATEGORY	TARGET	ACTUAL	PRICE
1-12 Resident	7 (20%)	1	\$275
13-24 Resident	13 (37%)	4	\$325
1-12 Public	5 (14%)	3	\$295
13-24 Public	10 (29%)	7	\$345
TOTAL	35(100%)	15	\$4,875.00*

**Birthday party package (does not include add-ons)*

Birthday Parties WCC 2025– 2026 including add-ons

- Public Revenue: \$ 3,725 – 10 bookings
- Resident Revenue: \$ 1,675 – 5 bookings
- **Total: \$ 5,400**

Birthday parties WCC 2024-2025

CATEGORY	TARGET	ACTUAL	PRICE
1-12 Resident	8 (20%)	11	\$275
13-24 Resident	16 (40%)	10	\$325
1-12 Public	2 (5%)	1	\$295
13-24 Public	14 (35%)	7	\$345
TOTAL	40 (100%)	29	\$8,985.00*

**Birthday party package (does not include add-ons)*

Birthday Parties WCC 2024– 2025 including add-ons

- Public Revenue: \$ 3,060 – 8 bookings
- Resident Revenue: \$ 6,990 – 21 bookings
- Total: \$ 10,050

Birthday Parties WCC 2023 – 2024

- Public Revenue: \$ 3,825 – 10 bookings
- Resident Revenue: \$ 6,730 – 20 bookings
- **Total: \$ 10,555**

OLD BARN COMMUNITY CENTRE

Birthday parties OBCC 2025-2026

CATEGORY	TARGET	ACTUAL	PRICE
1-12 Resident	3 (20%)	1	\$275
13-24 Resident	5 (33%)	1	\$325
1-12 Public	2 (13%)	3	\$295
13-24 Public	5 (33%)	2	\$345
TOTAL	15 (100%)	7	\$2,175.00*

**Birthday party package (does not include add-ons)*

Birthday Parties OBCC 2025– 2026 including add-ons

- Public Revenue: \$ 1,555 – 5 bookings
- Resident Revenue: \$ 675 – 2 bookings
- **Total: \$ 2,230**

Birthday parties OBCC 2024-2025

CATEGORY	TARGET	ACTUAL	PRICE
1-12 Resident	3 (20%)	1	\$275
13-24 Resident	6 (40%)	1	\$325
1-12 Public	1 (5%)	0	\$295
13-24 Public	5 (35%)	7	\$345
TOTAL	15 (100%)	4	\$3,015.00*

**Birthday party package (does not include add-ons)*

Birthday Parties OBCC 2024 – 2025

- Public Revenue: \$ 2,865 - 7
- Resident Revenue: \$ 950 – 3
- Total: \$ 3,815

Birthday Parties OBCC 2023 – 2024

- Public Revenue: \$ 1,235 – 3 bookings
- Resident Revenue: \$ 675 – 2 bookings
- Total: \$ 1,910

Birthday party add-ons:

- Cutlery, plates, cups (12/kids) \$25
- Theme decoration: \$50
- Face painting: \$25
- Gift bags: \$10/child

Low season trends for birthday parties:

- June, July and August are low seasons which refers to summer break.
- Family prefers outdoor celebrations
- People are away on holidays

High season trend birthday parties:

- October - May
 - October has high demand, but UNA internal events and Statutory holidays create limitations (Example: Diwali and Thanksgiving)

Room Booking WCC

Room	Price /Hr	Number Of Bookings 23-24	Average Duration	Number Of Bookings 24-25	Average Duration	Number Of Bookings 25-26	Average Duration
Art Room Resident	\$54	3	2.61 hrs	10	3 hrs	5	3.3 hrs
Art Room Public	\$60	7	2.71 hrs	6	2.6 hrs	10	2.5 hrs
Social Room Resident	\$72	7	2.42 hrs	6	3.5 hrs	2	3.5 hrs
Social Room Public	\$80	19	2.68 hrs	14	4.1 hrs	8	3.45 hrs
Multipurpose Resident	\$72	3	2.66hrs	5	2.9 hrs	1	4 hrs
Multipurpose Public	\$80	11	2.72 hrs	9	2.70 hrs	7	3.8 hrs
Studio A Resident	\$22.50	30	1.63 hrs			1	2 hrs
Studio A Public	\$25	27	4 hrs	6	1.83 hrs	1	2 hrs
Studio B Resident	\$22.50						

Studio B Public	\$25			1	3.75 hrs		
Boardroom Resident	\$54	3	1.5 hrs	2	2.15 hrs		
Boardroom Public	\$60	3	4.33 hrs	3	1.85 hrs		
Dance Studio Resident	\$54	7	1.21 hrs	3	1 hrs		
Dance Studio Public	\$60					1	2 hrs
Lounge Resident	\$30			1	3.5 hrs		
Lounge Public	\$60	5	3hrs				
Childminding Resident	\$54						
Childminding Public	\$60						
Gymnasium Resident	\$90	1	8 hrs				
Gymnasium Public	\$100			1	5 hrs		
Meeting Room 1 Resident	\$54	4	3 hrs	8	3.45 hrs	3	3 hrs
Meeting Room 1 Public	\$60	5	4.1 hrs	8	3.20 hrs	3	2.6 hrs
Meeting Room 2 Resident	\$54					1	1 hrs
Meeting Room 2 Public	\$60	1	3 hrs				
Meeting Room 1&2 Resident	\$90	1	1.75 hrs	1	3 hrs	1	3 hrs
Meeting Room 1&2 Public	\$100	6	3.41 hrs	5	3.3 hrs	1	3 hrs
Nobel Field Resident	\$30	11	3 hrs	2	3 hrs		
Nobel Field Public Youth	\$35			1	1.5 hrs		
Nobel Field Public	\$60	15	2.73 hrs	17	2.73 hrs	8	2.25 hrs
Field Resident	\$50	174	1.62 hrs	178	1.87 hrs	153	1.85 hrs
Field Youth Public	\$75	335	3.73 hrs	264	3.92	185	4.15 hrs
Field Public	\$103	9	1.6 hrs	21	2	40	2 hrs

Revenue 2025 – 2026 (December 2025): **\$96,477.04**

- Nobel field: \$1,080
- Field: \$ 76,031
- Wesbrook: \$ 9,466.04
- Old Barn: \$ 2,270
- Birthday Party WCC: \$ 5,400
- Birthday Party OBCC: \$ 2,230

Revenue 2024 – 2025: **\$129,245.75**

- Nobel field: \$3,022.50
- Field: \$ 76,031
- Wesbrook: \$ 9,466.04
- Old Barn: \$ 2,270
- Birthday Party WCC: \$ 10,050
- Birthday Party OBCC: \$ 3,815.00

Revenue 2023 – 2024: **\$138,787.16**

- Nobel field: \$3,450
- Field: \$ 102,620
- Wesbrook: \$ 15,899.66
- Old Barn: \$ 4,352.50
- Birthday Party WCC: \$ 10,555
- Birthday Party OBCC: \$ 1,910

Challenges:

- As program offering is increasing, room availability during UNA peak hours is limited for external bookings.
- During summer season room bookings and birthday parties are less requested as clients prefer outdoor activities.
- Increase UNA events limits birthday parties during weekends

Recommendations:

- Analyze under used time slots and promote availability. The possibility of offering discounts for low-demand periods.
- Implement lights at Nobel Field to offer nighttime games and bookings.

Summary

- Bookings have demonstrated strong progress to maximize room utilization despite room availability.
- Staff, supplies, and facilities always deliver high quality experiences to our community.

Community time

UNA offers community time for residents to use the UNA fields:

Nobel Field:

- Mondays: 4 pm -6 pm
- Thursdays: 9 am – 11 am
- Sundays: 9 am – 11:30 am

UNA Field:

- Sundays: 2 pm – 6 pm
- Tuesdays: 6 pm – 7:30 pm

Long-term renters UNA Field:

The field usage has been constant for the last 4 years with a only two alterations but was filled up immediately with another groups.

Tour Soccer Movement

- Wednesdays 6 pm – 7 pm

Vancouver United FC

- Mondays 6 pm–8 pm
- Tuesdays 7:30 pm–10 pm
- Thursdays 6 pm–10 pm
- Fridays 6 pm-8 pm
- Saturdays 8:30 am-6 pm
- Sundays 8:30 am-2 pm.

UBC Metropolitan FC

- Wednesdays 9 pm to 10 pm
- Sundays 6 pm to 10 pm

TIOF Soccer

- *USUALLY, NO BOOKING FOR THE SUMMER*
- Fridays 8 pm to 10 pm

UBC Snipers FC

- *USUALLY, NO BOOKING FOR SPRING/SUMMER*
- Saturdays 6 pm to 8 pm

VL-BE FC

- Usually, two Saturdays a month
- Saturday 8 pm – 10 pm

Shipwreck Ultimate

- *USUALLY, NO BOOKING FOR THE SUMMER*
- Mondays 8 pm – 10 pm

Long-term renters Nobel Field:

Lug Sports Group

- *USUALLY, BOOKING DURING SEPTEMBER AND OCTOBER*
- Sundays 1 pm – 3 pm

UBC Athletics & Recreation Engagement

UNA Participation Numbers

Timeframe: May - August 2025

Aquatic Centre	Qty
Drop In	2382
Memberships/Passes	668
Programs/Lessons	307

Arena	Qty
Drop In	164
Programs/Lessons	192

Tennis	Qty
Court Rentals	840
Programs/Lessons	237

Fitness/Rec Centres	Qty
Drop In Sports	260
Drop In Fitness	96
Memberships/Passes	138
Programs/Lessons	159

Events, Conferences and Presentations.

UNA Canada Day 2025 – KPI Report

1. Event Satisfaction

- Average Rating (Activities met expectations): 4.7/5
- Positive Drivers: Activities were well received, neutral or positive sentiment, popular food (bbq) and craft options
- Negative Drivers: Bike Parade Safety measures, limited food options, planning suggestions
KPI Target: $\geq 4.0/5$ Current: 4.7/5 → Above target, maintain success

2. Awareness Channels

- UNA Marketing (internal influence): 10%
- Friends/Family/History/Passersby (external influence): 90%
KPI Target: $\geq 10\%$ informed by UNA marketing Current: Not achieved, external influence remains a primary channel for this event

3. Event Highlights (Favorite Parts)

- Other (magician, field games, DJ, lawn games): 40%

- Community Arts and Crafts: 30%
- Snack bar and BBQ: 20%
- Sports options: 10%
- Zero Engagement: Bike Parade, engagement booth
 KPI Target: At least 3 program areas receive $\geq 20\%$ positive mentions
 Current: complete \rightarrow Activity mixes good, look to improve core areas and improve secondary areas

4. Areas for Improvement (Survey Insights)

- Food variety/dietary options inadequate
- Bike Parade logistics were not prepared for large crowd that joined
- Increased BBQ and cake amount (sold out)
- Additional shading areas
- Space layout challenges
 KPI Target: Negative feedback concentration $< 20\%$
 Current: $\sim 33\%$ focused on catering and food selection \rightarrow Needs targeted action

5. Improvement Priorities for Next Year

- Planning logistics: 25%
- Entertainment: 25%
- Event logistics (layout/flow): 25%
- Activity Scalability: 25%
 KPI Target: Raise children's activities satisfaction to $\geq 60\%$ and increase food & fitness participation rates

6. Retention / Likelihood to Attend Future Events

- Average Rating: 4.7/5
- Distribution:
 - 1/5 $\rightarrow 0\%$
 - 2/5 $\rightarrow 0\%$
 - 3/5 $\rightarrow 10\%$ (bike parade)
 - 4/5 $\rightarrow 0\%$ (activities, expectations)
 - 5/5 $\rightarrow 90\%$ (great reception)
 KPI Target: Average $\geq 4.0/5$, with $\geq 50\%$ scoring 5/5
 Current: Achieved – strong repeat attendance potential

KPI Performance Summary KPI Metric	Target	Current Result	Status
Event Satisfaction	$\geq 4.0/5$	4.7/5	Met
Awareness via UNA Marketing	$\geq 50\%$	10%	Not Met
Program Diversity	≥ 3 areas $\geq 20\%$	3 areas	Not Met
KPI Metric	Target	Current Result	Status
Negative Feedback Concentration	$< 20\%$	$\sim 33\%$	Some Elements Not Met

Retention (Average Score)	≥ 4.0/5	4.7/5	Met
Retention (9/10 Responses)	≥ 50%	90%	Met

Key Recommendations

1. **Internal Marketing Push:** Ensure promotions reach audience.
2. **Children's Programming:** Build out and elevate activities – this is the core draw.
3. **Food Vendors:** Increase order quantity, variety, dietary-friendly options.
4. **Event Logistics:** Improve bike parade logistics and tighten entry requirements.

UNA Neighbours Day 2025 – KPI Report

1. Event Satisfaction

- Average Rating (Activities met expectations): 3.7/5
 - Positive Drivers: Large space, some activity variety (ping pong, badminton), food stalls
 - Negative Drivers: Misleading promotion of bouncy castles, limited food options, spacing issues
- KPI Target: ≥ 4.0/5 Current: 3.7/5 → Below target, needs improvement

2. Awareness Channels

- UNA Marketing (internal influence): 50%
 - Friends/Family/History/Passersby (external influence): 42%
 - Invalid Responses: 8%
- KPI Target: ≥ 50% informed by UNA marketing Current: Achieved, though word-of-mouth remains a strong secondary channel

3. Event Highlights (Favorite Parts)

- Kids Area: 69%
 - Carnival Games: 23%
 - Stage: 8%
 - Zero Engagement: Marketplace, food trucks, snack bar, fitness, engagement booth
- KPI Target: At least 3 program areas receive ≥ 20% positive mentions
Current: Only Kids Area stands out → Activity mix requires diversification

4. Areas for Improvement (Survey Insights)

- Food variety/dietary options inadequate
 - Need more children's activities
 - Misleading advertising (bouncy castles)
 - Inflatable petting zoo not engaging
 - Space layout challenges
 - Environmental issues (odor on the day)
- KPI Target: Negative feedback concentration < 20%
Current: ~40% focused on food + children's activities → Needs targeted action

5. Improvement Priorities for Next Year

- Children's activities: 42%
- Sports & fitness activities: 17%
- Event logistics (layout/flow): 17%
- Food vendors: 17%
- Entertainment: 8%

KPI Target: Raise children's activities satisfaction to $\geq 60\%$ and increase food & fitness participation rates

6. Retention / Likelihood to Attend Future Events

- Average Rating: 4.2/5
- Distribution:
 - o 1/5 $\rightarrow 7.7\%$ (misleading promotion)
 - o 3/5 $\rightarrow 7.7\%$ (food options)
 - o 4/5 $\rightarrow 30.8\%$ (activities, expectations)
 - o 5/5 $\rightarrow 53.8\%$ (kids activities, food, ideas for 2026)
- KPI Target: Average $\geq 4.0/5$, with $\geq 50\%$ scoring 5/5 - Current: Achieved – strong repeat attendance potential

KPI Performance Summary KPI Metric	Target	Current Result	Status
Event Satisfaction	$\geq 4.0/5$	3.7/5	Not Met
Awareness via UNA Marketing	$\geq 50\%$	50%	Met
Program Diversity	≥ 3 areas $\geq 20\%$	1 area	Not Met
KPI Metric	Target	Current Result	Status
Negative Feedback Concentration	$< 20\%$	~40%	Not Met
Retention (Average Score)	$\geq 4.0/5$	4.2/5	Met
Retention (5/5 Responses)	$\geq 50\%$	53.8%	Met

Key Recommendations

1. **Marketing Accuracy:** Ensure promotions reflect actual offerings (avoid bouncy castle issue).
2. **Children's Programming:** Expand activities – this is the core draw.
3. **Food Vendors:** Increase variety, dietary-friendly options.
4. **Event Logistics:** Improve space flow and mitigate environmental factors.
5. **Activity Diversification:** Strengthen fitness and entertainment elements to balance engagement.



Report Date: October 15, 2025
Meeting Date: October 21, 2025
From: Paul Thorkelsson, Chief Administrative Officer
Subject: Properties Trust License Agreement Report – Granite Terrace 3

Background

In July 2025 the UNA was approached by the Vancouver Cycling Without Age Society (VCWAS) regarding the opportunity to provide their services to the UNA community. Key to that opportunity was the need for VCWAS to secure a storage location for their Trishaw bicycles that are used for their program. UNA staff reviewed and confirmed that no existing facilities would meet the VCWAS requirements.

Further investigation with UBC Campus and Community Planning (UBC C+CP) and UBC Properties Trust (UBC PT) identified an under-utilized bicycle storage space in the Wesbrook neighbourhood near the Wesbrook Community Centre (WCC) in the Granite Terrace Building 3.

VCWAS has confirmed with UBC PT that the location meets their needs and in combination with access to the WCC (pick-up/drop-off and washroom access) will provide a suitable base of operations on the UBC Campus.

Following the established model for 3rd party service provision in neighbourhood buildings the preferred approach is for UBC PT to licence the space (the “Trishaw Cage”) to the UNA. The UNA will then subsequently sub-licence the space to VCWAS for their operation and access. This is the same agreement model that underpins the provision of child-care services in the UNA.

Under the Delegation of Authority Board Policy (#01-14), the Board is responsible for approving agreements under which the UNA license and sublicense property. As noted, the provision of childcare services within the UNA by the YMCA follows this license-sublicense framework. A similar framework is appropriate for VCWAS.

Decision Requested

THAT the Board approve the UNA & UBC Properties Trust Facility Licence agreement (the “Trishaw Cage Licence”), and authorize the Chief Administrative Officer to execute the agreement,

AND THAT the Board direct staff to finalize the necessary sublicense agreement with the Vancouver Cycling Without Age Society, with authorization to the Chief Administrative Officer to execute the agreement.



Discussion

Cycling Without Age

Cycling Without Age is a long established not for profit organization originally founded in 2012 in Copenhagen. The organization is focused on providing bicycle mobility to seniors and other individuals with mobility limitations. The bike rides are provided by volunteer “pilots”, using trishaw 3 wheeled bicycles. Users are able to sign up for bike rides as often or as rarely as they want to. It’s all driven by people’s own motivation. At present (January 2025) there are more than 3,050 chapter locations around the world that offer Cycling Without Age deploying over 4,900 trishaws with more than 39,000 trained pilots. They give them the right to wind in their hair.

Founded in 2018, VCWAS is a CWA Chapter, registered charity and volunteer-powered organization that takes seniors and their friends and family for recreational bike rides on trishaws In Vancouver. The organization predominantly serves seniors between the ages of 70-100 who live in long-term care homes, experience social isolation, and face barriers to getting outside. Passengers experience the joy and health benefits of a slow ride around the streets, parks, and bike lanes of Vancouver, engaging in conversations and storytelling, seeing old sights, building relationships, and feeling the wind in their hair again.

The program is well suited to UBC Campus as a service expansion area for VCWAS and is well aligned with the UNA’s service delivery and community support focus. In addition, having the CWA programs in the neighbourhoods opens up new opportunities in the future for joint programming and efforts already underway at the UNA in supporting the community in general, and seniors (and seniors’ programs) in particular.

Granite Terrace Building

Located at 3313 Shrum Lane, Granite Terrace 3 is a commercial and office building located in the core of the Wesbrook Village area, across the surface parking lot from the WCC. The proposed licensed space is the under-utilized bicycle storage cage in the underground parking area below the building and the village centre. Previously used exclusively by UBC Properties staff, the cage provides an ideal location for the VCWAS both in terms of security and access into the community.

License Agreement

The proposed licence agreement, attached to the report, follows the typical and established licence-sublicence framework previously used. The Licence with the sublicense agreement between the UNA and VCAWS, as with other 3rd party services in the UNA, involves multiple parties: UBC, UBC Properties Trust, and the UNA.



Contractual obligations are passed directly from one party to another in according to the sublicence or a sublease agreement.

Below is a quick review of contractual arrangement for VCAWS:

1. UBC owns and leases the land to UBC Properties Trust for the development, construction and operations of the Granite Terrace building.
2. Committing to the use of the storage space (Trishaw Cage) UBC PT Licences the Trishaw Cage space to the UNA. This licence is the subject of this report
3. UNA sub-licenses to VCAWS to operate their Trishaw service in the UNA. This sublicence will be finalized with VCAWS following Board approval.

This proposed license agreement, a three-year term, is set to run from December 1, 2025, to November 30, 2028. The intent will be to align the term end dates for this licence between the UNA and UBC PT and the sublicence between the UNA and VCAWS.

As previously noted, per the Delegation of Authority Board Policy (#01-14), the Board is responsible for approving agreements under which the UNA licenses and sublicenses property. The proposed licence with UBC PT is necessary to support VCAWS in bringing their Trishaw program to the UNA.

Financial Implications

No financial costs (beyond the nominal costs of the agreement(s) are anticipated for the Trishaw Cage License Agreement. In addition, all costs associated with operation of the VCWAS program and maintenance associated with the licensed location will remain the direct responsibility of VCWAS under the sublicence agreement.

Operational Implications

The UNA Operations department does not foresee any additional impacts on, or any significant shift to its day-to-day responsibilities as part of this licence or the VCWAS operations. Under the sublicence agreement the VCWAS will employ its own maintenance team, making them responsible for any necessary operational and maintenance tasks (including any changes to the Trishaw Cage space necessary to accommodate their program operations), and will be required to provide evidence of adequate insurance coverage under existing UNA policies and current insurance requirements.



Strategic Objective

Creating Connection

Attachments

None.

Concurrence

1. Wegland Sit, Operations Manager
2. Athena Koon, Finance Manager

Respectively submitted,

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

Paul Thorkelsson
Chief Administrative Officer

TRISHAW CAGE LICENSE
Granite Terrace 3 South Campus Neighbourhood at UBC

THIS AGREEMENT dated for reference the 2nd day of October, 2025.

BETWEEN:

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

(the "**Licensor**")

OF THE FIRST PART

AND:

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

(the "**Licensee**")

OF THE SECOND PART

WHEREAS:

A. The University of British Columbia ("**UBC**") is the registered owner of lands lying and being situate on the campus of The University of British Columbia and legally described as:

PID: 027-431-673
Lot A District Lot 6494 Group 1 NWD Plan BCP35352

(the "**Lands**");

A. By a lease registered in the Land Title Office under number BB131358 (the "**Ground Lease**") dated for reference October 1, 2007, between UBC as landlord and the Licensor as tenant, UBC did demise and lease the Lands unto the Licensor for a term of 99 years beginning October 1, 2007, and ending on the September 30, 2106, on the terms and conditions contained in the Ground Lease;

B. The Licensor and the Licensee have agreed that the Licensee shall be entitled to the use of the trishaw cage (the "**Trishaw Cage**") located in the underground parking garage on the Lands (the "**Parking Garage**") as more particularly shown outlined in red on the plan attached hereto as Schedule "A" by the Licensee upon the terms and conditions set out in this Agreement.

1.0 Grant of License

1.1 The Licensor hereby licenses to the Licensee and the Licensee hereby licenses from the Licensor the Trishaw Cage with the right of access over all sidewalks, pathways,

stairwells, passageways, roadways and driveways that are reasonably required access and egress the Lands from the Trishaw Cage.

1.2 The Licensee agrees that this Agreement is subject to and that the Licensee will perform all of the covenants, conditions and provisos concerning the occupation and maintenance of the License Area that are contained in the Ground Lease, as attached hereto in Schedule "B" as if they were also contained in this Agreement *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 Agreement and the terms of the Ground Lease, the terms of this 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 Agreement (the "**Term**") shall be three (3) years commencing on December 1, 2025, to and including November 30, 2028 (the "**Expiry Date**").

3.0 LICENSE FEE AND COSTS

3.1 The basic license fee during the License Term shall be \$1.00 per annum payable annually in advance on the first day of October of each license year commencing October 1, 2025.

3.2 The Licensee acknowledges that the Parking Garage is accessible by a remote system and the Trishaw Cage is accessible by card reader entry and exit system. Each remote must be purchased from the Licensor for \$100.00 plus applicable taxes. The Licensee will advise the remote/entry card user to keep and protect each remote/entry card and will immediately advise the Licensor if any entry card/remote is lost or stolen. The Licensor will delete the missing entry card from the computer system and issue a new entry card to the Licensee upon payment to the Licensor of a deposit of \$50.00 (or such other reasonable amount as determined by the Licensor from time to time) per entry card and the deposit for the lost or stolen entry card will be forfeited. The Licensor reserves the right to change the entry and exit system to the Parking Garage or Trishaw Cage from time to time.

4.0 USE

4.1 The Licensee will not use or occupy the Trishaw Cage for any other purpose other than for the storage of bicycles. The Licensor makes no representations or warranties as to the size of bicycles that will be able to access the Trishaw Cage.

5.0 COMPLIANCE WITH LAWS

5.1 The Licensee will promptly comply with, observe and fulfil the provisions of any rules stipulated by the Licensor from time to time regarding the use of the Trishaw Cage and the Parking Garage generally and all laws, by-laws, regulations, orders, rules and requirements of all authorities having jurisdiction over and which relate to the Trishaw Cage and will observe and comply with the requirements of all policies of public liability insurance at any time in force with respect to the Trishaw Cage and any equipment used in connection therewith.

5.2 The Licensee will not use or occupy the Trishaw Cage or any part thereof or suffer or permit the same to be used or occupied for any unlawful purpose nor for any dangerous, noxious or offensive trade or business nor for any purpose likely to cause any public

or private nuisance or which will endanger the general public or neighbouring occupiers and in particular the Licensee will make it a condition of any agreement that it enters into with the users of the Trishaw Cage that there shall be no repairs or maintenance done to a motor vehicle, bicycle or other piece of equipment in the Trishaw Cage.

5.3 The Licensee will procure and pay for all necessary permits, licences and other authorizations, from time to time, required for its use of the Trishaw Cage.

5.4 The Licensee will not suffer or permit any workers, materialmen, suppliers or other liens or privileges of whatever nature to be registered against the title to the Lands or any portion thereof, by reason of any work, labour, services or materials supplied or claimed to have been supplied to the Trishaw Cage or to the Licensee or anyone having a right to possession of the Trishaw Cage or any part thereof and should any lien or privilege be so registered, the Licensee shall discharge the same forthwith and if the Licensee fails or neglects so to do within 30 days of such registration the Licensors may, but without obligation so to do, pay and discharge such lien or privilege.

5.5 The Licensee agrees that it will administer the Trishaw Cage as would a responsible owner and will:

- (a) keep and update from time to time a list of all persons that are authorized to use the Trishaw Cage from time to time;
- (b) provide a copy of such list to the Licensors from time to time upon request; and
- (c) monitor the use of the Trishaw Cage regularly to ensure that all unauthorized equipment is promptly removed from the Trishaw Cage.

6.0 TAXES AND SERVICES LEVY

6.1 Intentionally deleted.

7.0 INSPECTION

7.1 Upon reasonable notice to the Licensee it shall be lawful for the Licensors, its employees or agents during normal business hours during the term to enter upon the Trishaw Cage for the following purposes:

- (a) inspecting the same;
- (b) inspecting the performance by the Licensee of the terms, covenants,, agreements and conditions of this Agreement, 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 Trishaw Cage to inspect facilities and/or operations as necessary

8.0 REPAIR

8.1 The Licensee acknowledges that it is accepting the Trishaw Cage as is, where is.

8.2 The Licensee will repair, clean, and maintain the Trishaw Cage and all improvements contained therein during the Term to the standard of a reasonably prudent owner, reasonable wear and tear excepted.

9.0 INSURANCE

The Licensors, its employees and agents shall not be responsible for damage or losses to the Licensee's property on the Trishaw Cage. The Licensee shall take out and keep in force during the term of this Agreement 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 Trishaw Cage 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 Licensors, 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 Licensors upon execution of this Agreement.

10.0 INDEMNITY

10.1 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 Trishaw Cage or through the occupancy or use of the Trishaw Cage, 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.

10.2 Without limiting Section 1.2 or 10.1, the Licensee agrees that the indemnity provisions contained in the Ground Lease will also apply to this Agreement 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 Agreement or as a result of the granting of this Agreement.

10.3 It is hereby acknowledged and agreed that any person who enters the Trishaw Cage shall be deemed to be the invitee of the Licensee.

10.4 The obligations of the Licensee to defend, indemnify and save harmless the Licensors shall apply and continue notwithstanding the termination of this Agreement.

11.0 TERMINATION

11.1 The Licenser 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 Agreement and fail to cure the default within 48 hours after notice thereof is given to the Licensee.

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

11.3 Upon the expiration of the Term or earlier termination of this Agreement or upon any default by the Licensee under this Agreement, the Licensee shall no longer be entitled to the use of the Trishaw Cage and the license granted to the Licensee under this Agreement deemed immediately terminated, and the Licensee shall immediately vacate the Trishaw Cage and cease its/their use thereof and return to the Licenser the entry cards and remotes provided to it by the Licenser or forfeit the deposit paid on said entry cards and remotes as provided for hereinafter.

12.0 ASSIGNMENT AND SUBLETTING

12.1 The Licensee shall not assign or sublicense or otherwise part with possession or permit others to use the whole or any part of the Trishaw Cage (each such event being a "**Transfer**"), without the written consent of the Licenser. The Licensee agrees that prior to providing consent pursuant to this section, the Licenser may request to see and approve of any proposed agreements with the proposed Licensees. Notwithstanding the foregoing, the Licenser acknowledges that the Licensee may grant a sub-license to Cycling Without Age Society (the "**Sub-Licensee**") provided that the Sub-Licensee agrees in writing to abide by the terms and conditions of this Agreement.

12.2 Notwithstanding any Transfer, the Licensee shall not be released from any of its obligations under this Agreement.

13.0 LICENSOR'S RIGHT TO MORTGAGE

13.1 The Licensee shall have no right to mortgage its interest in this Agreement.

13.2 The Licensee agrees that any time and from time to time upon not less than seven days' notice it will execute and deliver to the Licenser a statement in writing certifying that this Agreement is unmodified and in full force and effect that the license fee has not been prepaid and acknowledging that this Agreement shall rank later in priority to any mortgage placed on the title by the Licenser.

14.0 LICENSOR'S PERFORMANCE OF COVENANTS

14.1 In the event of default by the Licensee in the performance of any of its obligations hereunder other than the payment of any amounts required hereunder, the Licenser may perform the same and the amount of any expenditure made by the Licenser in connection therewith, including legal fees, disbursements, and taxes thereon incurred, shall be deemed to be licensee fees payable hereunder and shall be reimbursed to the Licenser by the Licensee on demand. The Licenser shall however be under no obligation to remedy any default of the

Licensee and shall not incur any liability to the Licensee for any act or omission in the course of its curing or attempting to cure any such default.

15.0 WAIVER

15.1 The failure of the Licenser to insist in any one or more cases upon the strict performance of any of the terms, covenants or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment of such term, covenant, condition or option. A receipt by the Licenser of the basic license fee with knowledge of the breach of any of the terms, covenants or conditions hereof shall not be a waiver of such breach and no waiver by the Licenser of any provisions of this Agreement shall be deemed to have been made unless in writing and signed by the Licenser.

16.0 QUIET ENJOYMENT

16.1 The Licenser covenants that upon the Licensee paying all amounts hereby reserved and performing and observing the covenants herein on its part contained the Licensee shall and may quietly possess and enjoy the Trishaw Cage for the License Term hereby granted without any interruption or disturbance from the Licenser or from any other person or persons lawfully claiming by, from or under it.

17.0 LICENSEE'S OVERHOLDING

17.1 If at the expiration of the Term of this Agreement the Licensee shall overhold for any reason, its license thereafter shall be from month to month only and shall be subject to all the terms and conditions of this Agreement except duration and except the basic license fee which shall be equal to the basic license fee payable pursuant to Article 3, in the absence of a written agreement to the contrary.

18.0 RIGHTS OF LICENSOR AND LICENSEE

18.1 All rights and benefits and all obligations of the Licenser and the Licensee under this Agreement shall be rights, benefits and obligations of the Licenser and the Licensee respectively in their capacities as Licenser and Licensee respectively under this Agreement..

19.0 NOTICES AND DEMANDS

19.1 All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if delivered to the Licenser at:

UBC Properties Trust
Suite 200, 3313 Shrum Lane
Vancouver, British Columbia, V6S 0C8

to the Licensee at:

University Neighbourhoods Association
Suite 202, 5923 Berton Avenue
Vancouver, British Columbia, V6S 0B3

provided however that such addresses may be changed upon written notice delivered to the other party and provided further that the new address for delivery shall be in the Greater Vancouver area.

20.0 INDEPENDENT COVENANTS

20.1 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

21.0 NO PARTNERSHIP OR JOINT VENTURE

21.1 This Agreement is not intended for shall it be construed to create the relationship of either a partnership or a joint venture between the Licensors and the Licensee.

22.0 SUCCESSORS AND ASSIGNS

22.1 The word "Licensor" wherever it occurs in this Agreement shall mean and extend to the Licensor, its successors and assigns and the word "Licensee" whenever it occurs in this Agreement shall mean and extend to the Licensee and its successors and permitted assigns.

23.0 ENTIRE AGREEMENT

23.1 This Agreement contains the entire agreement between the Licensor and the Licensee and cannot be changed or terminated orally but only by instrument in writing executed by the parties.

IN WITNESS WHEREOF the Licensor and the Licensee have executed this Agreement the day and year first above written.

UBC PROPERTIES INVESTMENTS LTD.)
as trustee for UBC Properties Trust by its)
authorized signatories:)

_____)
Authorized Signatory)

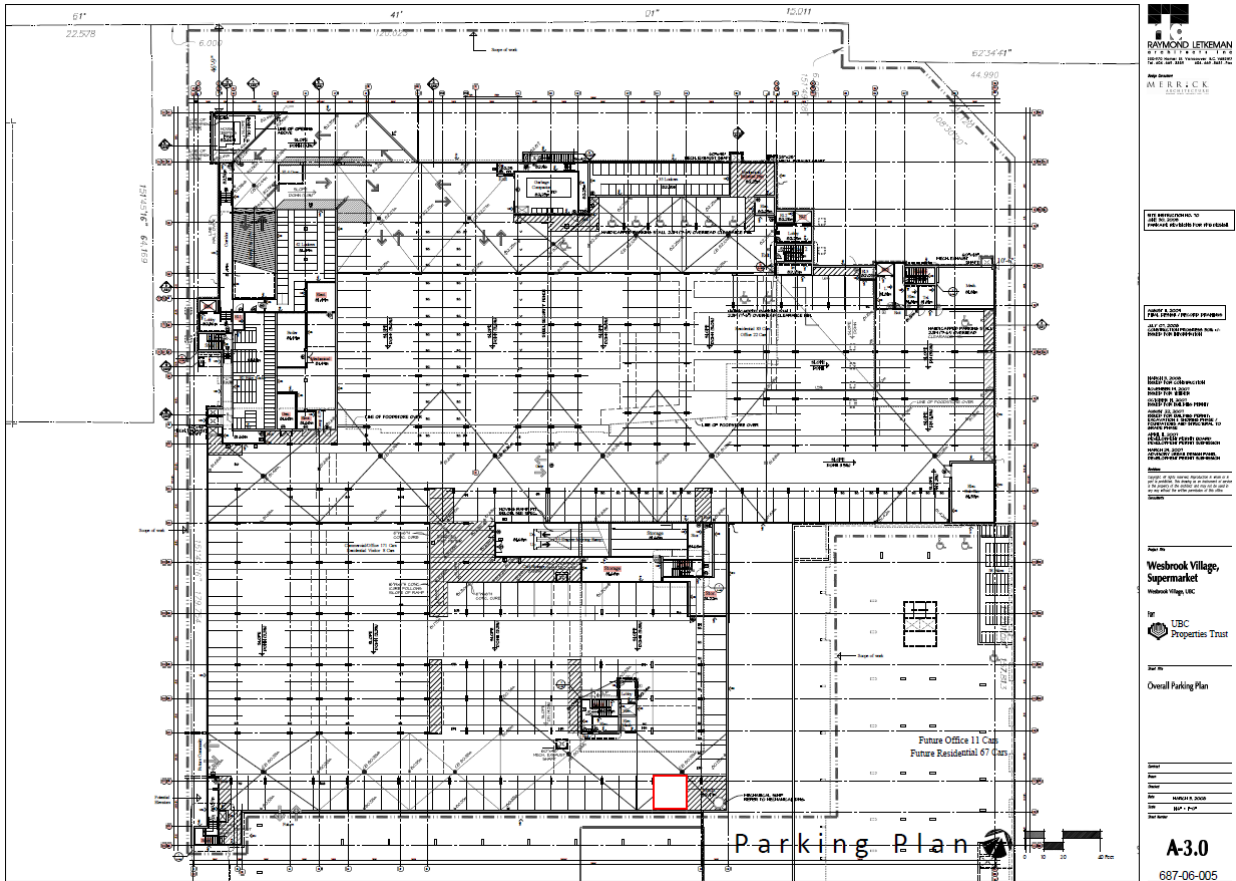
_____)
Authorized Signatory)

UNIVERSITY NEIGHBOURHOOD)
ASSOCIATION by its authorized)
signatories:)

_____)
Authorized Signatory)

_____)
Authorized Signatory)

Schedule "A" Location of the Trishaw Cage



SCHEDULE "B"
GROUND LEASE

25 OCT 2007 14 58

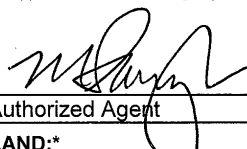
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LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

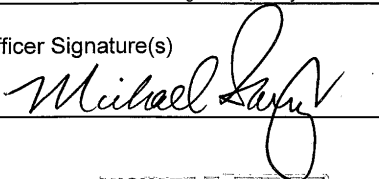
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 46

1. **APPLICATION:** (name, address, phone number and signature of applicant, applicant's solicitor or agent)
- Michael D. Sawyer, Richards Buell Sutton, Barristers and Solicitors, 700 - 401 West Georgia Street, Vancouver, BC V6B 5A1 Telephone: (604) 661-9209
Our File: 16421-0088 **Ground Lease of Land For Rental Residences, Food Store, Restaurant and Offices**
- 
Authorized Agent
2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:***
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE
3. **NATURE OF INTEREST:*** **DOCUMENT REFERENCE** **PERSON ENTITLED TO INTEREST**
DESCRIPTION (page and paragraph)
SEE SCHEDULE
4. **TERMS:** Part 2 of this Instrument consists of (select one only)
(a) Filed Standard Charge Terms _____ D.F. Number
(b) Express Charge Terms X Annexed as Part 2
(c) Release _____ There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.
5. **TRANSFEROR(S):***
THE UNIVERSITY OF BRITISH COLUMBIA, having an office and postal address at Room 107 - 6328 Memorial Road, Vancouver, BC V6T 1Z2
6. **TRANSFeree(S):** (including postal address(es) and postal code(s)):
UBC PROPERTIES INVESTMENTS LTD. (Incorporation No. 578584) having an office and postal address at Suite 101 - 555 Great Northern Way, Vancouver, BC V5T 1E2
7. **ADDITIONAL OR MODIFIED TERMS:***
N/A
8. **EXECUTIONS:**** 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)




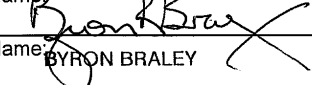
MICHAEL D. SAWYER
BARRISTER & SOLICITOR
700 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604) 682-3664

Execution Date

Y	M	D
07	10	18

Transferors Signature(s)

THE UNIVERSITY OF BRITISH COLUMBIA by its authorized signatory(ies):

 HUBERT LAI
Print Name

Print Name BYRON BRALEY

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 46

1. **APPLICATION:** (name, address, phone number and signature of applicant, applicant's solicitor or agent)
Michael D. Sawyer, Richards Buell Sutton, Barristers and Solicitors, 700 - 401 West Georgia Street, Vancouver, BC V6B 5A1 Telephone: (604) 661-9209
Our File: 16421-0088 **Ground Lease of Land For Rental Residences, Food Store, Restaurant and Offices** _____
Authorized Agent
2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:***
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE
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DESCRIPTION (page and paragraph)
SEE SCHEDULE
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THE UNIVERSITY OF BRITISH COLUMBIA, having an office and postal address at Room 107 - 6328 Memorial Road, Vancouver, BC V6T 1Z2
6. **TRANSFeree(S):** (including postal address(es) and postal code(s)):
UBC PROPERTIES INVESTMENTS LTD. (Incorporation No. 578584) having an office and postal address at Suite 101 - 555 Great Northern Way, Vancouver, BC V5T 1E2
7. **ADDITIONAL OR MODIFIED TERMS:***
N/A
8. **EXECUTIONS:**** 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) _____

Execution Date

Y	M	D
07	10	18

Transferors Signature(s)

THE UNIVERSITY OF BRITISH COLUMBIA by its authorized signatory(ies):

_____ **HUBERT LAI**
Print Name

_____ **BYRON BRALEY**
Print Name

AND TITLE ACT
FORM D

EXECUTIONS CONTINUED


Page 2

Officer Signatures(s)

Execution Date

Party(ies) Signature(s)

UBC PROPERTIES INVESTMENTS LTD. by it authorized signatories:


MICHAEL D. SAWYER
BARRISTER & SOLICITOR
700 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604) 682-3664

07	10	24
----	----	----

Print Name: **AL POETTCKER**

Print Name: **DON MATHESON**

OFFICER CERTIFICATION:

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 oaths 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.

W944930.1 University Residential and Commercial Premises Lease South Campus

LAND TITLE ACT
FORM E

SCHEDULE

Page 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR
ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

(PID)

(LEGAL DESCRIPTION)

026-858-312

Lot 48, District Lot 6494, Group 1, NWD, Plan BCP26848

3. NATURE OF INTEREST:
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Leasehold Interest

Entire Instrument

Transferee

TERMS OF INSTRUMENT - PART 2

LEASE BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA
AND UBC PROPERTIES INVESTMENTS LTD.
AS TRUSTEE FOR UBC PROPERTIES TRUST

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22.0 OVERHOLDING	35
23.0 EXPROPRIATION	35
24.0 INDEMNITY BY THE INDEMNIFIER	35
25.0 MISCELLANEOUS	35

SCHEDULE A	Plan of Campus
SCHEDULE B	Form of Agreement With the Tenant's Mortgagee
SCHEDULE C	VANOC Agreement
SCHEDULE D	LIMITATION OF THE GRANT OF LEASE

THIS LEASE dated for reference October 1, 2007

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a British Columbia university created pursuant to the University Act, with an address of 107 - 6328 Memorial Road, Vancouver, British Columbia, V6T 1Z2

(herein called the "Landlord")

OF THE FIRST PART

AND:

UBC PROPERTIES INVESTMENTS LTD., a British Columbia company having an office at Suite 101, 555 Great Northern Way, Vancouver, British Columbia, V5T 1E2, as Trustee, for UBC Properties Trust

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS:

A. The Landlord owns the lands described in Part 1, Item 2 of this Lease on which the Tenant is going to construct at the Tenant's sole cost two buildings, one containing a food store on the ground floor and rental residences on the upper floors, and the other containing a restaurant on the ground floor and offices on the upper floors, defined together in paragraph 1.1(bb) below as the Premises;

B. The Landlord has agreed to lease the Premises 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 Whenever any of the following expressions are used in this Lease 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) "Affiliate" has the meaning ascribed to it in the Business Corporations Act of British Columbia.
- (c) "Appraiser" means 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

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 46

1. **APPLICATION:** *(name, address, phone number and signature of applicant, applicant's solicitor or agent)*
Michael D. Sawyer, Richards Buell Sutton, Barristers and
Solicitors, 700 - 401 West Georgia Street, Vancouver, BC
V6B 5A1 Telephone: (604) 661-9209
Our File: 16421-0088 **Ground Lease of Land For Rental**
Residences, Food Store, Restaurant and Offices _____
Authorized Agent
2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:***
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE
3. **NATURE OF INTEREST:*** **DOCUMENT REFERENCE** **PERSON ENTITLED TO INTEREST**
DESCRIPTION *(page and paragraph)*
SEE SCHEDULE
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THE UNIVERSITY OF BRITISH COLUMBIA, having an office and postal address at Room 107 - 6328
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6. **TRANSFeree(S):** *(including postal address(es) and postal code(s)):*
UBC PROPERTIES INVESTMENTS LTD. (Incorporation No. 578584) having an office and postal
address at Suite 101 - 555 Great Northern Way, Vancouver, BC V5T 1E2
7. **ADDITIONAL OR MODIFIED TERMS:***
N/A
8. **EXECUTIONS:**** 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)

Execution Date

Y	M	D

Transferors Signature(s)

**THE UNIVERSITY OF BRITISH
COLUMBIA** by its authorized
signatory(ies):

Print Name: _____

Print Name: _____

1. LAND TITLE ACT

FORM D

EXECUTIONS CONTINUED

Page 2

Officer Signatures(s)

Execution Date

Party(ies) Signature(s)

UBC PROPERTIES INVESTMENTS LTD. by it authorized signatories:

Print Name:

Print Name:

OFFICER CERTIFICATION:

My 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 oaths 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.

W944930.1 University Residential and Commercial Premises Lease South Campus

AND TITLE ACT
FORM E

SCHEDULE

Page 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR
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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
(PID) (LEGAL DESCRIPTION)

026-858-312 Lot 48, District Lot 6494, Group 1, NWD, Plan BCP26848

3. NATURE OF INTEREST: <i>DESCRIPTION</i>	<i>DOCUMENT REFERENCE</i> <i>(page and paragraph)</i>	<i>PERSON ENTITLED TO INTEREST</i>
Leasehold Interest	Entire Instrument	Transferee

TERMS OF INSTRUMENT - PART 2

LEASE BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA
AND UBC PROPERTIES INVESTMENTS LTD.
AS TRUSTEE FOR UBC PROPERTIES TRUST

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SCHEDULE B	Form of Agreement With the Tenant's Mortgagee
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(herein called the "Landlord")

OF THE FIRST PART

AND:

UBC PROPERTIES INVESTMENTS LTD., a British Columbia company having an office at Suite 101, 555 Great Northern Way, Vancouver, British Columbia, V5T 1E2, as Trustee, for UBC Properties Trust

(hereinafter called the "Tenant")

OF THE SECOND PART

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B. The Landlord has agreed to lease the Premises 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 Whenever any of the following expressions are used in this Lease 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) "Affiliate" has the meaning ascribed to it in the Business Corporations Act of British Columbia.
- (c) "Appraiser" means 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, means 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 paragraph 25.7.

- (d) "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,
 - (ii) such other Person as may be approved by the Landlord, acting reasonably.
- (e) "Arbitration" has the meaning set out in paragraph 25.7.
- (f) "Audit" means the environmental investigation of the Lands performed by the Consultant on behalf the Tenant pursuant to paragraph 8.1.
- (g) "Authority" means any government agency, body, corporation, organization, department or authority responsible for administering or enforcing any Law.
- (h) "Campus" means the lands and premises, other than the Lands and Premises which are the subject of this Lease, situate west of the Point Grey District of the City of Vancouver, Province of British Columbia as shown in heavy outline on the sketch plan attached hereto as Schedule "A" and forming part hereof.
- (i) "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.
- (j) "Consultant" means any qualified environmental consultant agreed upon in writing by the Landlord and the Tenant.
- (k) "Development Guidelines" means the UBC Development & Building Regulations dated for reference 1996-04-25, the UBC Urban Systems dated for reference ~~1994-06-01 and revised July 7, 1994, the Official Community Plan for UBC as~~ adopted on July 25, 1997, A Legacy and a Promise, Principles for Physical Planning at UBC in the form adopted by UBC's Board of Governors on July 22, 1999, the specific development guidelines as set out in the Development Handbook dated for reference June 12, 2007 and the UBC Landscaping Plan, all as may be revised from time to time as well as all permits as may be required to be issued by the Landlord in connection with the repair, maintenance, renovation and/or replacement of the Premises by the Tenant from time to time during the Term.
- (l) "Environment" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this Lease.
- (m) "Exclusive Supplier" Intentionally Deleted.
- (n) "Existing Pollution" means the Pollution of the Lands, if any, disclosed by the Audit.

- (o) "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, by the Appraiser at the Landlord's cost.
- (p) "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 paragraph 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.
- (q) "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.
- (r) "Lands" means those lands legally described in Item 2 – Part 1 of this Lease.
- (s) "Law" means any Federal, Provincial, Municipal and other governmental laws and regulations relating to protection of the Environment or its Pollution including the Canadian Environmental Protection Act (Canada) and the Waste Management Act (British Columbia) and the regulations made under them and includes any amendment, revision, reenactment or replacement of any such Law, regulation or bylaw.
- (t) "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 paragraph 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.
- (u) "Main Campus Plan" means The University of British Columbia Main Campus Plan 1992 as adopted by the UBC Board of Governors and as amended up to the date of this Lease.
- (v) "Medium" means any land, water or air and includes the Lands and Premises.
- (w) "Minimum Rent" means the amount payable by the Tenant pursuant to paragraph 4.1(a) of this Lease.

- (x) "Notice of Non-Compliance" means any written notice, requisition, requirement or order made by an authority having jurisdiction under any Law relating to the Lands and Premises, Pollution of the Lands and Premises or the Permitted Activities.
 - (y) "Permitted Activities" means the use and occupation of the Premises by the Tenant or a Subtenant for residential and commercial rental purposes, as more particularly permitted by the South Campus Neighbourhood Plan and development permit number DP 07003.
 - (z) "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.
 - (aa) "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 Special 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 paragraph.
- (bb) "Premises" means the buildings to be constructed by the Tenant upon the Lands in accordance with development permit DP07003 permitting a mixed use residential and commercial project.
 - (cc) "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).

- (dd) "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.
- (ee) "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.
- (ff) "Rent" means the Minimum Rent set out in paragraph 4.1(a) and all other money payable by the Tenant under this Lease whether or not designated as "Rent".
- (gg) "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.

- (hh) "Service Levy" means the charge levied by the Landlord against the Tenant for the 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.
- (ii) "Special Waste" has the meaning given to it in the Waste Management Act (British Columbia) but if the Waste Management Act (British Columbia) is repealed, "Special Waste" has the meaning given to it on the day immediately proceeding the repeal of that Act or if that Act is amended so that the term "Special Waste" is no longer used in it then "Special Waste" has the same meaning as the term which replaces it in that Act.
- (jj) "Strategic Alliance" Intentionally Deleted.
- (kk) "Sublease" means a written sublease in respect of any part of the Premises between the Tenant and a Subtenant.
- (ll) "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.
- (mm) "Substance" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this Lease.
- (nn) "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.
- (oo) "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, 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: (i) income tax under Part I of the Income Tax Act of Canada, (ii) the Tenant's Taxes, and (iii) the Sales Taxes,

- (pp) "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 twenty-five years unless the Landlord otherwise agrees.

- (qq) "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.

- (rr) "Term" means the term as set out in paragraph 3.1 herein.

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

Schedule "A"	Plan of Campus
Schedule "B"	Form of Agreement with the Tenant's Mortgagee
Schedule "C"	VANOC Agreement

2.0 DEMISE AND EASEMENT

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 and Premises 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. The Landlord will provide this Lease to the Tenant in registrable form. 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 October 1, 2007 and continue for a term of 99 years to and including September 30, 2106, unless sooner terminated as herein provided.

4.0 RENT

4.1 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 subparagraphs (a), (b), (c), (d) and (e) of this paragraph:

- (a) a Minimum Rent in the sum of \$3,364,277.00 for the entire Term, which Minimum Rent shall be fully prepaid in advance on the first day of the Term;
- (b) the Service Levy, 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 equivalent to what the Taxes would have been if the Lands and Premises had been located in the City of Vancouver);
- (c) 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;
- (d) all Taxes and Tenant's Taxes shall be payable on their due dates;
- (e) all Sales Taxes 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 paragraph 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 provide a copy of each such budget and each revision thereof to the Landlord's Vice-President, Administration and Finance 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, Administration and Finance within 15 days of their approval by the Tenant's directors;
- (d) deliver to the Landlord's Vice-President, Administration and Finance, a copy of the Tenant's annual consolidated summary financial statement showing:
 - (i) total current assets,

- (ii) total non-current assets, and
- (iii) total assets, and
- (iv) total current liabilities,
- (v) total non-current liabilities, and
- (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 audited statements with respect to the operations of the Tenant on the Lands and Premises and under the Lease. Such statements shall be delivered to the Landlord's Vice-President, Administration and Finance, within 15 days of their approval by the Tenant's directors and the Tenant's trustees each year;

- (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 shall so advise the Landlord's Vice-President, Administration and Finance, and the Landlord's Vice-President, Administration and Finance, may request a pro forma summary financial statement as described in paragraph 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.
- (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 make substantial renovations, repairs or alterations to the 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 paragraph 5.1 is that established by The University of British Columbia from time to time for the development of buildings on the Campus.

5.2 Compliance with Authorities. The Tenant shall execute all improvements permitted by the Landlord on the Lands and Premises in accordance with any applicable statute, bylaw or regulation of any governmental authority, including without limitation the British Columbia Building Code, the Main Campus Plan, and the Development Guidelines, and pay all necessary fees, permits, assessments and charges properly payable to such authorities in relation to any such improvements.

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 paragraph 18.1(a) herein.

5.4 Builder's Lien Act. The Landlord has filed a notice of interest in the land title office pursuant to paragraph 3(b) of the Builder's 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 become 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 paragraph 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 reasonable wear and tear.

6.0 USE OF LANDS AND PREMISES

6.1 Facility. The Tenant shall not use the Lands, 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 which is either inconsistent or incompatible with the definition of the Permitted Activities, or might cause public relations problems for 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 paragraph 15.10 and the rights of mortgagees pursuant to paragraph 16.1.

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 and shall, as vacancies arise from time to time, use its reasonable commercial efforts to attract potential Subtenants to the Premises who will enhance and promote the objective of providing a variety of commercial services to market housing residents and other members of the Campus community.

6.5 Strategic Alliances Intentionally Deleted..

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 (through Campus and Community Planning) written approval and consent in each instance and abiding by the Landlord'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 paragraph 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 and the rules and regulations of the Landlord to the extent that the same are reasonable and are not in conflict with the terms of this Lease. 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 paragraph 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 all federal, provincial, municipal and other governmental statutes, ordinances, Laws, other laws and regulations affecting the Lands and Premises or any activity or condition 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.

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 University of British

Columbia 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 Audit. The Tenant shall, at its expense, if it is requested to do so by the Landlord, cause the Consultant to perform the Audit. 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.

8.2 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.

8.3 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.

8.4 No Special Waste to be Used on the Demised 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 Special Waste to be generated, created, used, stored, treated, transferred, transported or disposed of on the Lands and Premises except in compliance with all Laws.

8.5 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 paragraph 8.5 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.

8.6 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.

8.7 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 subparagraph 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.

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, except in accordance with the Landlord's obligations as set out in paragraph 2.2 herein;
- (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** Subject to the limitation on liability of the Tenant as provided in this Lease, 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, the Tenant may provide services normally provided by the University 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 Maintenance of Internal Roads. The Tenant agrees to maintain any necessary sidewalks, street lighting, roads 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 paragraphs 10.1, 10.2 or 10.6, the Tenant shall be in default as defined in paragraph 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, airconditioning, plumbing and electrical equipment and equipment and fixtures located on the Lands and Premises in a good and substantial state of repair, reasonable 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 reasonable 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, reasonable 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 Main Campus Plan, the Development Guidelines 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 paragraph 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 paragraph 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.

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 paragraph 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 paragraph 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.

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.

13.3 Survival of Indemnity. Maintenance of the insurance described in paragraphs 14.1 and 14.4, and the performance by the Tenant of its obligations under such paragraphs shall not relieve the Tenant of liability under the indemnity provisions set forth in paragraphs 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 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. The amount of such insurance shall be the full replacement value of all such buildings, improvements, equipment, landscaping, sidewalks, street lighting, roads and parking areas. 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, landscaping, sidewalks, street lighting, roads and parking areas and to property of the Tenant and each Subtenant 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 paragraph whether or not such claim or demand is covered by insurance.

14.2 Full Replacement Value. For the purposes of paragraph 14.1 "full replacement value" of any building, improvements or equipment, landscaping, sidewalks, street lighting, roads and parking areas 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, equipment, landscaping, sidewalk, street lighting, road or parking area 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 paragraph 14.1 shall name the Landlord as an insured and shall be payable to the Landlord, the Tenant, any relevant Subtenant and the mortgagee of each of their interests, 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, landscaping, sidewalks, street lighting, roads and parking areas; provided however, that if this Lease is terminated pursuant to either paragraph 12.2(a) or 12.2(b) or 12.3, the proceeds from the insurance shall firstly be used to demolish the Premises (including the foundations or other underground improvements), remove all debris and level the Lands at the grade level of the surrounding lands and roads, all to the satisfaction of the Landlord, secondly shall be paid to any Tenant's Mortgagee, and thirdly, the balance, if any, shall be paid to the Tenant.

14.4 **Liability Insurance.** Throughout the Term the Tenant shall obtain and keep in force, and cause 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 Agreement 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 cause 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 paragraph 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 paragraph 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, 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 paragraphs 15.2, 15.3 and 15.4 and the Tenant may mortgage this Lease by sublease or assignment pursuant to paragraph 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), 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, with the consent of the Landlord, such consent not to be unreasonably withheld. 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 paragraph 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. 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 ninety (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 paragraph 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 paragraph 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 paragraph 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 subparagraphs 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 paragraph 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 paragraph 15.10 of this Lease and that the Sublease complies with the requirements of paragraph 15.4 of this Lease.

16.0 RIGHTS OF TENANT'S MORTGAGEES

16.1 Cure Defaults. No termination of this Lease 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) diligently prosecutes the Proceedings,
- (c) except for Non-Curable Defaults, cures any default in accordance with notice given under subparagraph 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 subparagraph 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 paragraph 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 subparagraph 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 subparagraph 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 paragraph 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, and provided 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 "B", 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.

16.8 Valid Termination. Any termination by the Landlord of this Lease shall be valid and effective against the Tenant notwithstanding the rights of any Tenant's Mortgagee to receive notice of the Landlord's intention to take such action, and to continue as tenant under this Lease.

16.9 No Release. No entry by a Tenant's Mortgagee pursuant to this Article 16 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 paragraph 15.10, the Landlord shall continue to recognize the rights of a Sublease Mortgagee of that Subtenant as set forth in this Article 16.

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 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 paragraph 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 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 and the Tenant shall have no further rights or obligations hereunder or under the Mortgage.

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 paragraph 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 paragraph 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 with priority over this Lease and, subject to the Landlord's mortgagee agreeing with the Tenant, all Subtenants and Tenant's Mortgagees on such terms as the Tenant may reasonably require to leave the Tenant and all persons claiming under or through the Tenant (including Subtenants and mortgagees) in quiet possession of the Lands and Premises and to recognize their respective leasehold interests and in the event of foreclosure of its mortgage or entering into possession under its mortgage, to perform the obligations of the Landlord under this Lease, the Tenant at the expense of the Landlord, agrees to subordinate this Lease to such mortgage and to cause such other persons to subordinate their interests to such mortgage. 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 paragraph 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 along side 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 appointment, or
- (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 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 of 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 reasonable wear and tear and any damage referred to in Article 12, 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 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 nonobservance 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 nonobservance, 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 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.~~

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 these paragraphs 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 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 nor 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 paragraph in this Agreement, 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 Commercial 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. 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. 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 first to the costs of the seizure and sale, then to interest payable on unpaid amounts, and then 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
143 - 6328 Memorial Road
Vancouver, British Columbia
V6T 1Z2

Attention: The Vice-President, Administration & Finance

or addressed to the Tenant at:

UBC Properties Investments Ltd.
Suite 101
555 Great Northern Way
Vancouver, British Columbia V5T 1E2

Attention: The President

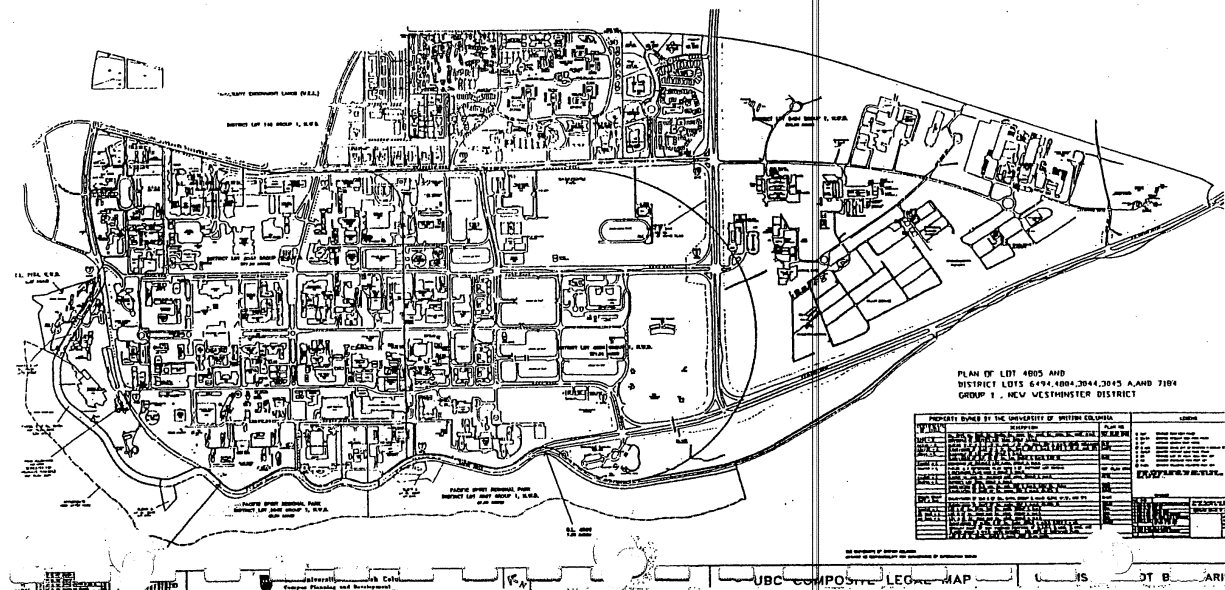
or to such other address as such party from time to time may specify by written notice to the other. The time of giving or making such notice, demand, request, consent or objection shall be, if delivered, when delivered, and if mailed, then on receipt at such address.

25.11 Captions. The captions appearing in this agreement have been inserted as a matter of convenience only and in no way define, limit or enlarge the meaning of this agreement or any provision thereof.

25.12 Severability. In the event that any part, section, paragraph or subparagraph 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.

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"
PLAN OF CAMPUS



Schedule "B"

**Form of Agreement With the Tenant's Mortgagee
AGREEMENT BETWEEN THE LANDLORD,
THE TENANT AND THE TENANT'S MORTGAGEE**

This Agreement is made as of the ____ day of ____ 200<@>

BETWEEN:

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

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

UBC PROPERTIES INVESTMENTS LTD., a British Columbia company having an office at Suite 101, 555 Great Northern Way, Vancouver, British Columbia, V5T 1E2, as Trustee, for UBC Properties Trust

(hereinafter called the "Tenant")

OF THE SECOND PART

AND:

<@>

(hereinafter called the "Mortgagee")

OF THE THIRD PART

WHEREAS:

A. The Landlord leased to the Tenant the premises (the "Premises") described in and demised by the lease dated for reference purposes <@> ("Lease") on the terms and conditions contained in the Lease;

B. By a mortgage dated <@>, 200<@> (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 premises described in the Lease (save and except the last day thereof);

C. 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;

D. 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 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 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 paragraph 15.5 of the Lease and the whole of Section 16 (comprising paragraphs 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 paragraph 18.2 of the Lease,

- (f) 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 paragraphs 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,
- (j) any buildings and other improvements constructed on the 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 and clause 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 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 paragraph 3(b) of the Builder's 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 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.** by:)

_____))
Authorized Signatory)

_____))
Authorized Signatory)

SIGNED FOR AND ON BEHALF of **<@>** by:)

_____))
Authorized Signatory)

_____))
Authorized Signatory)

Schedule "C"

Olympic Games Agreement

The Tenant acknowledges that The University of British Columbia ("**UBC**") has entered into an agreement with the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Games ("**VANOC**"), which agreement, inter-alia, places restrictions on marketing, signage, and other forms of commercial identification on the Lands. The Landlord and the Tenant agree that neither will do anything on the Premises that would place UBC in default of that agreement, or in default of any subsequent or revised agreements between UBC and VANOC, (together referred to as the "**Agreement**") and will upon notice from UBC immediately cease any activity or practice that, in the opinion of UBC, puts UBC in default of the Agreement.

Schedule "D"
Limitation of the Grant of Lease

Notwithstanding that this Schedule "D" to the Lease is not referred to elsewhere in the Lease, this Schedule "D" forms part of and is hereby incorporated into the Lease.

WHEREAS:

A. The Tenant is going to arrange for the subdivision of the Lands (also known as "**Lot 48**" below) as more particularly set out on the proposed plan of subdivision (the "**Subdivision Plan**") attached to this Schedule "D" as Appendix 1;

B. Notwithstanding that the Lease has been granted over all of Lot 48, it is intended by both the Landlord and the Tenant that the Lease be restricted to the area identified on the Subdivision Plan as Lot A ("**Lot A**")

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by each of the Landlord and Tenant from each other, the Landlord and the Tenant agree as follows:

1. The Tenant will restrict its use and occupation of Lot 48 during the Term to the area enclosed by Lot A and will not occupy or construct improvements on any part of Lot 48 that is located outside the boundaries of Lot A.

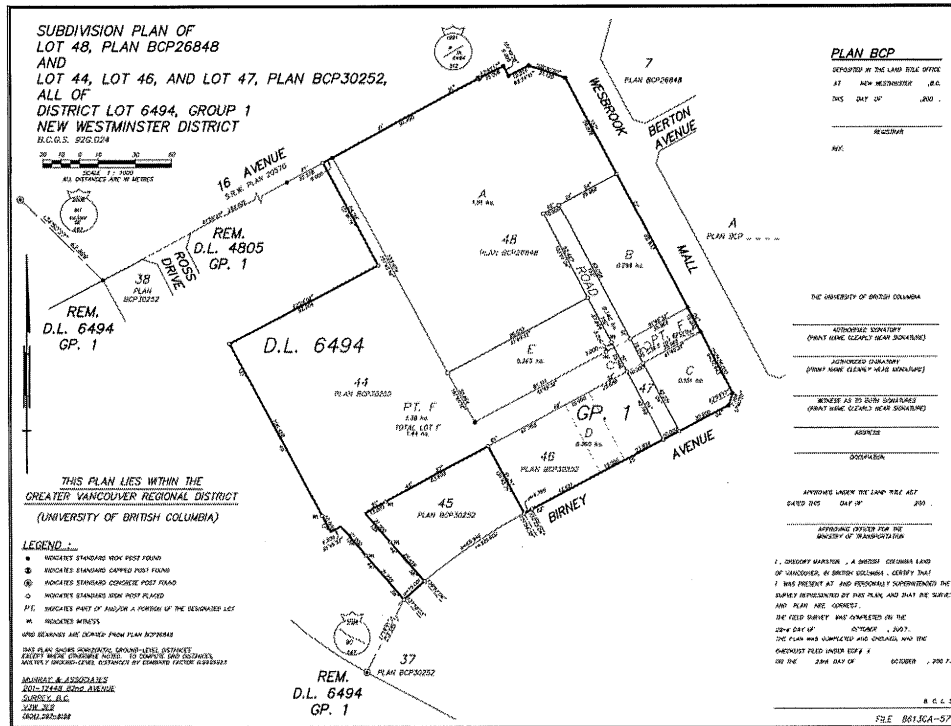
2. The Tenant will use reasonable commercial efforts to complete the subdivision to create Lot A by no later than December 31, 2007.

3. Prior to the filing of the Subdivision Plan in the Land Title Office, the Landlord and the Tenant shall execute and deliver to each other in registrable form a surrender of the Lease in respect of those parts of the Lot 48 that are situate outside the boundaries of Lot A, which surrender shall be filed in the Land Title Office concurrently with the filing of the Subdivision Plan so that upon the raising of title to Lot A, the Lease will be registered against only those parts of Lot 48 that are then included in Lot A.

4. The Tenant shall make it a condition of any mortgage loan that is secured by a mortgage of the Lease that the lender will execute and deliver to the Tenant a discharge of its mortgage of lease in registrable form which discharge shall be filed in the Land Title Office concurrently with the filing of the Subdivision Plan so that upon the raising of title to Lot A, the mortgage of lease will be registered against only those parts of Lot 48 that are then included in Lot A.

5. The Landlord and Tenant agree to execute all such other documents as may be necessary to complete the subdivision of Lot 48 and the limitation of the application of the Lease and any other charges arising through the Tenant to Lot A.

Appendix 1



END OF DOCUMENT



Report Date: October 14, 2025
Meeting Date: October 21, 2025
From: Wegland Sit, Operations Manager
Subject: Contingency Reserve Withdrawal – Wesbrook Community Centre Boiler B2 Replacement

Background

The Wesbrook Community Centre provides an important community gathering place, with construction beginning in 2013 and completed in 2015. It includes various wellness programs, an open-access fitness facility, and space for large community meetings, performances, and social events. One of the centre's two boilers is no longer functioning. This report outlines the necessary replacement plan and associated costs.

Decision Requested

THAT the Board request that UBC

(a) withdraw from the Contingency Reserve and pay to the UNA an amount equal to the UNA's expenditures to be incurred (other than GST) for the Wesbrook Community Centre Boiler B2 Replacement, which amount is estimated to be approximately \$32,000.

(b) provide the UNA with written confirmation that the Neighbours Fund may be used to make the payment to the UNA.

AND THAT the Board approve the withdrawal by UBC of a further amount from the Contingency Reserve equal to 33-1/3% of the amount of GST payable by UBC in respect of the requested payment to the UNA.

Discussion

The Wesbrook Community Centre was under construction from 2013 to early 2015, with the UNA beginning its operations in October 2015. Building mechanical maintenance has been managed by [Ainsworth](#) since the centre opened. Ainsworth is also responsible for programming and fine-tuning the [enteliWEB](#), a building automation system used for centralized energy management.

The centre's heating system relies on a dual-boiler setup. During a preventative maintenance visit, the on-site technician noted issues with Boiler B2 and found a fault in the heat exchanger. A replacement part was ordered, but due to a prolonged waiting time and an ongoing supply issue from the manufacturer, it is not expected to become available. Given the heating system's redundant capacity, the Wesbrook Community Centre was able to manage the relatively mild 2024/2025 winter season by operating on a single boiler. Continuing this approach places the building operations and existing single boiler at a significant risk.

As we approach the next winter season, the operations team strongly recommends the replacement of Boiler B2. Since the original boiler model is no longer available from the manufacturer, a like-for-like replacement using a currently available model is proposed. This proposed unit is available locally, which means the replacement project can take place in November 2025, ahead of the winter weather.

As this is an unbudgeted, required repair, it is recommended that the replacement costs be funded from the Contingency Reserve. In addition, this work is assessed as emergent and as such the recommended approach includes direct engagement of the UNA's existing mechanical maintenance contractor for the work.

Financial Implications

The Contingency Reserve is meant to pay for the unforeseen cost of repairing and replacing facilities and amenities.

The Contingency Reserve currently contains \$1,116,185 (balance as of March 31, 2025).

Staff are recommending a replacement of the boiler unit, which will result in estimated project costs of \$32,000.

Operational Implications

The planned boiler replacement will restore the system's ability to selectively alternate between the two boilers to meet the heating demand. This dual operation will prolong the service life of both units by reducing the stress that comes from constant, full-time operation of a single boiler.

There is no expected interruption to the centre's operations during the planned boiler replacement.



Strategic Objective

1. Organizational Capacity

Attachments

1. [Ainsworth Boiler Replacement Proposal](#)

Concurrence

1. Gal Kaufman, Operations and Facilities Specialist
2. Athena Koon, Finance Manager

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wegland Sit', written in a cursive style.

Wegland Sit
Operations Manager

A handwritten signature in black ink, appearing to read 'Paul Thorkelsson', written in a cursive style.

Paul Thorkelsson
Chief Administrative Officer

Quotation

To: Gal Kaufman

E-mail:

Wesbrook Community Centre

Reference: 3335 Webber Ln, Vancouver, BC

From: Artem Vasylenko

E-mail: artem.vasylenko@ainsworth.com

Date: October 01, 2025

Ref #:

As requested, we are pleased to present our quotation to replace the existing gas boiler with a high efficiency boiler at the above referenced location.

We have allowed for the following:

- Disconnect, remove of the existing gas boiler.
- Supply and installation of one (1) IBC SL 40 – 399G3 high efficiency condensing heating boiler.
- Supply and installation of two (2) Grundfos boiler circulation pumps.
- Supply and install of one condensate neutralization tank, as required for condensing boilers.
- Gas permit.
- Electrical wiring and disconnects.
- Ainsworth's one (1) year limited warranty.
- The manufacturer limited warranty, subjected to manufacturer's approval.

Please note we have **not included** for the following:

- 5% GST.
- Work after normal operating hours.
- **Temporary services.**
- Hazardous material survey and remediation.
- Repairs or replacement of any equipment not specifically included in this quotation. Repairs to any existing piping.
- Insulation of any piping in the mechanical room.
- Replacement of existing isolation valves. If existing valves fail to hold, there will be additional time required to drain and fill the system.
- Water balancing complete with water balancing report (by 3rd party).
- Commissioning report (by 3rd party).
- Seismic restraint of any existing equipment.
- Civil work including any painting of floors and walls inside the mechanical room.
- Repairs to other parts of the system, if required by Technical Safety BC.
- Annual operating and annual inspection permits. (Owner's responsibility).
- Building Permit, Owner's Undertaking, and any Letters of Assurance – Electrical, Mechanical, Exterior Envelope and Seismic Restraint if required.
- Confirmation of FortisBC rebates or any supporting documentation. Please note while Ainsworth will assist owner(s) with securing rebates, rebates are responsibility of owner(s) and should not affect payment of work under this contract.
- Heat loss calculations or any supporting documentation (for additional FortisBC rebates).

Our price to replace the existing gas boiler as outlined above is **Thirty-Two Thousand Dollars (\$32,000.00) plus GST.**

Please note that mobilization deposit **\$10,000.00** required for this project.

This quote is valid for thirty (30) days and does not include time to date or work after hours. After this date, the price is subject to review. Equipment delivery can be confirmed upon approval of this quotation.

This quotation is subject to Ainsworth's Terms and Conditions.

For your convenience, you may schedule this work to be completed by signing and dating this letter and returning a copy to our office.

Yours truly,

Ainsworth Inc.

Artem Vasylenko
Mechanical Estimator

Accepted by:

Name

Title

Date



Report Date: October 15, 2025
Meeting Date: October 21, 2025
From: Paul Thorkelsson, Chief Administrative Officer
Subject: UNA Administration Office Relocation Project Report

Background

Staff previously reported to the Board on this leasing opportunity in April 2025. At that time the Board directed Staff to proceed with the preliminary design process and report to the Finance and Audit Committee with a proposed budget for the necessary renovation of the space for UNA purposes.

A report on the project and its associated costs was presented to the Finance and Audit Committee at the September 2025 meeting. In its discussion, the Committee suggested that Staff investigate an alternative approach to financing the project over a longer term through the lease with UBC Properties Trust (UBC PT). With the support of UBC Campus and Community Planning (UBC C+CP), Staff developed an alternate approach with UBC PT. That alternate approach was reported to the UNA Board in closed session in September 2025.

This report brings forward to the Board for its final consideration the terms of the lease for the new location, the project cost estimates and budget for the necessary renovations at the new location, and the approach to funding the costs of the project

Decision Requested

THAT the Board approve the terms of the lease for the office relocation to Unit 301, 5923 Berton Avenue, Vancouver BC. as outlined in the report and authorize the Chair to execute the lease with the UBC Properties Trust.

AND THAT the Board approve the proposed \$1,270,000 total budget for the project as outlined in the report.

AND THAT, the Board approve the approach to funding the project as detailed in the report including the securing of \$700,000 financed through UBC Properties Trust, \$180,000 in Tennant Improvement funds from UBC Properties Trust, direct that an amount of \$300,000 be requested of UBC to be withdrawn from the Neighbours Fund Contingency Reserve, and authorize the Chair to execute the necessary documents.

AND THAT, the Board approve the remaining funding for the project of \$90,000 from the UNA.



Discussion

Background

The UNA does not own its facilities. UNA recreation centres, childcare facilities and other spaces are licensed by the UNA from UBC, and the UNA operates and maintains those facilities and spaces under the requirements of the *Neighbours Agreement*. For administrative office space, the UNA is required to lease appropriate space in the rental market. At present, the UNA leases space from UBC PT to maintain administrative offices in the Wesbrook Neighbourhood.

The current complement of staff in the UNA maxes out the existing office and administrative space available under the current lease. Indeed, administrative staff are dispersed in multiple locations as the current space cannot accommodate the existing full complement. And any additional staffing resources resulting from Board or community priorities cannot be accommodated without additional space being made available.

The proposed new office space reflects both existing need and long-term staffing projections that will accommodate the estimated UNA staffing level until at least the mid 2030's.

Searching for a new office space and program/service opportunity

Since 2022, the UNA has sought a suitable, long-term office with sufficient space to accommodate the administration, finance, communication, and operations departments, including room for future growth.

However, finding such an office on campus has proven challenging, as no available options have met the UNA's requirements. This lack of suitable space has forced the UNA's administrative functions to continue operating from disparate office locations.

The ongoing search for a location to consolidate administrative functions has also identified and exasperated additional operational pressures. A particular case in point is the current ("temporary") location of Communications Staff in the WCC.

With the recent and ongoing expansion of Recreation offerings the Communication Department's location, in a WCC classroom, occupies valuable programming space. The Wesbrook Community Centre struggles to find adequate room for in-demand programs. While initially the allocation of this programmable space to administrative offices did not impact recreation service delivery, the use of this space for administrative purposes is no longer a best-case scenario.



The consolidation of administrative functions to the larger office space proposed will allow this classroom space to be reintroduced to the UNA's programmable spaces portfolio within the WCC - alleviating (with limited additional cost to the UNA) some of the concerns raised by the Board and Community members regarding capacity of the facility.

Staff estimate, based on existing programming and current fees and charges framework, that the additional space could generate up to \$16,000 annually for recreation services. While the revenue opportunity is minimal, the additional space for programs and services within the facility is significant and would be an important action by the Board in alleviating capacity constraints.

The revised Strategic Plan recently approved by the Board also includes a new goal under the Service Capacity strategic priority that is supported by the proposed renovation and relocation:

Create a UNA resourcing strategy to identify the staffing, workplace and operational resources needed to provide services to the growing community, and to meet the UNA's evolving responsibilities under the 2024 Neighbours Agreement.

As the Board considers additional services and levels - such as additional regulation (dog leashing requirement, water use regulation), or enhanced community engagement and consultation processes - the required staffing resource additions cannot be adequately accommodated in the organization's existing spaces.

It is important to note that it is very unlikely that suitable and adequate office space, other than the current relocation under consideration, will be available for the UNA within the next five years. This is based on credible information from UBC PT and UBC C+CP regarding existing space in the commercial area and the timing of new development. In addition, while the costs associated with this relocation are significant it is also equally unlikely that the future would see falling construction costs. The current timing provides the best opportunity for the UNA to address the issues currently faced and future-proof the organization.

New Office Space

Following the approval of the 2024 Neighbours Agreement staff worked collaboratively with UBC and UBC Properties Trust (UBCPT) to search for and facilitate the availability of a new stand-alone office. A suitable opportunity surfaced in late 2024. The potential new space is located on the 3rd floor of the Granite Terrace Building - the same building where the UNA Main Office is currently located. Offering approximately 3,200 square feet, this space aligns well with the UNA's long-term office space needs.

Lease and Terms

The terms of the lease for the new space have been negotiated with UBC PT over the past number of months. A document outlining the general terms is attached to this report for the Board's reference. The lease document has been reviewed by the UNA's external legal advisor – all material changes were made during the negotiation. As an overview the terms include:

- 10-year Term beginning June 1, 2026
- Up to a 5-year extension
- Minimum rental rates through the term of the lease as noted:

Year(s)	Rental Rate / Sq. Ft.	Annual Rental	Monthly Rental
1 and 2	\$34.00	\$110,466.00	\$9,205.50
2 and 4	\$36.00	\$116,964.00	\$9,747.00
5 and 6	\$38.00	\$123,462.00	\$10,288.50
7 and 8	\$40.00	\$129,960.00	\$10,830.00
9 and 10	\$42.00	\$136,458.00	\$11,371.50

- 5 month Fixturing Period beginning January 1, 2026
- Tennant Improvement allowance of \$55.00/Sq. Ft. (estimated \$180,000)
- 5 underground parking stalls included in the base monthly lease rate, with an additional 8 stalls available to the UNA (at the prevailing monthly rate)
- Common Area Maintenance (CAM) is in addition to the monthly rental rate. These CAM costs that support building maintenance, utility costs, levy, etc. are variable and are established on an annual basis. At present, the UNA pays \$18.61 in addition to the current monthly rental rate (\$32.00/Sq. Ft.) for a total of \$50.61/Sq. Ft.). The rental rate for the new space will be the stated rate plus the CAM costs as established by the landlord.

The Project Costs

UNA staff with the project manager and the consultant team staff have proceeded under Board direction to undertake the preliminary design for the relocation of the UNA offices. Since the last report to the Board, the team has undertaken additional design development, further defined the scale and scope of the renovations and engaged a Construction Manager to undertake more fulsome cost estimating for the project. The Class 'C' construction cost estimate is attached to this report for the Board's information.



The Class 'C' estimate includes a 10% design contingency to account for any changes to the design, or unforeseen items between this estimate and tendering of the project. The Construction Manager consultant team has a high level of confidence in the Class 'C' estimate and further notes that some additional Value Engineering (VE) is possible though further design coordination and refinement in the design and through the competitive tender process.

With the Class 'C' estimate available staff have further updated the budgeted project costs to reflect the expected soft costs for the project (consultant fees, FFE (furniture fixture and equipment), insurance, permits etc., and applicable GST. It is also to be noted that the proposed project costing outlined below also includes a significant construction contingency amount:



Project Costs

Class 'C' Construction Cost Estimate	\$804,644
Construction Contingency	\$100,000
Total Class 'C' Construction Estimate	\$904,644 (\$283/sq ft)
Soft Costs	
Consultant Fees (A, E, M, PM)	\$145,240
Construction Insurance (est.)	\$15,000
Permit Fees (est.)	\$10,000
Pre-Construction	\$20,000
FF+E	\$60,000
Misc (UBC IT, moving)	\$55,000
Total Soft Costs	\$305,240 (\$95.40/sq ft)
Project Total	\$1,209,884
GST (5%)	\$60,494
Project Budget	1,270,378
TI Allowance Estimate	-\$180,000
UBC PT contribution (loan)	-\$700,000
UNA / NF Reserves Amount	-\$389,880

Financial Implications

As noted, UBC PT has offered the UNA a 10-year lease term that includes a tenant improvement (TI) allowance of \$55/ sq. ft. for the relocation of space. Following the suggested approach from the Finance and Audit Committee (F&A), the UNA requested, and UBC PT has offered an additional \$700,000 contribution (loan) to the renovation costs amortized over the 10 years of the proposed lease. These amounts are noted in the table above.

The UNA would be directly responsible for the remaining funding of the project. The UNA portion of the funding can be requisitioned from a combination of UNA and NF Reserves.

The suggested approach amortizes a significant portion of the construction costs of the project to the UNA's annual operating budget. In doing so, the short-term costs



attributed to the UNA for the capital project are reduced significantly. Over the 10-year term the UNA will repay UBC PT their \$700,000 contribution with interest (5%). The longer-term (10 year) financial impact of the approach is outlined in the tables below.

Loan and Borrowing Cost

Loan Amount	\$700,000.00
Annual Interest Rate	5.00%
Loan Term (Years)	10
Loan Term (Months)	120
Square Footage (est.)	3,249.00
Total Payments	\$890,951
Total Principal Paid	\$700,000
Total Interest Paid	190,950.80

UBC PT has provided a Loan Agreement (and associated promissory note) to facilitate the UNA borrowing. Copies of those respective documents are attached to this report. This agreement is separate though directly linked to the proposed lease of the Berton Avenue space.

To facilitate the relocation and necessary renovations additional loan payments are payable, under the agreement, monthly in addition to the base monthly rental amount. The table below shows the rental payments and loan amortization payments over the term of the lease and loan agreement:

Lease Payment and Loan Amortization

Years	Base rent	Annual Base rent	Additional payment per sq.ft.	Total payment per sq.ft	Annual Base rent + additional portion
1	\$34.00	\$110,466.00	\$27.42	\$61.42	\$199,561.05
2	\$34.00	\$110,466.00	\$27.42	\$61.42	\$199,561.05
3	\$36.00	\$116,964.00	\$27.42	\$63.42	\$206,059.05
4	\$36.00	\$116,964.00	\$27.42	\$63.42	\$206,059.05
5	\$38.00	\$123,462.00	\$27.42	\$65.42	\$212,557.05
6	\$38.00	\$123,462.00	\$27.42	\$65.42	\$212,557.05
7	\$40.00	\$129,960.00	\$27.42	\$67.42	\$219,055.05
8	\$40.00	\$129,960.00	\$27.42	\$67.42	\$219,055.05



9	\$42.00	\$136,458.00	\$27.42	\$69.42	\$225,553.05
10	\$42.00	\$136,458.00	\$27.42	\$69.42	\$225,553.05
Totals (10yr)		\$1,234,620.00			\$2,125,571
Additional Lease Cost for Project for Financed Amount (10 yrs)					\$890,951

It is to be noted that the amounts outlined above do not include the CAM payment that is also payable monthly – as previously discussed in this report – and that the amount of the CAM can vary on an annual basis.

This approach moves a significant portion of the costs of construction to the UNA operating budget. There is an additional finance cost to the approach which amounts to the total additional lease cost of \$890,951 over the 10-year lease term.

Funding for the project will come from three sources. UBC PT will provide a Tenant Improvement (TI) allowance of \$55.00/sq ft, totaling an estimated \$180,000 in addition to the \$700,000 contribution (loan). The remaining balance will need to be funded by the UNA.

The UNA currently holds significant reserves that can be accessed for this project. Considering the unexpected cost level and the requirement for capital funding for other UNA projects it is recommended that the Board support accessing the required funds from two sources, internal UNA reserve and the Neighbours Fund Contingency Reserve.

The UNA requires UBC approval to access funds from the Contingency Reserve. In preliminary discussion with UBC Campus and Community Planning (UBC C+CP) staff have been advised that UBC will support the funding approach using Contingency Reserve Funds in combination with UNA Capital Reserve.

Should the Board approve this approach for the project, staff recommend the UNA access the Neighbours Fund Contingency Reserve for the project and request UBC to requisition up to \$300,000 from the reserve fund, and that the UNA dedicate any remainder from its internal reserves.

Planning for the full impact of the higher annual rent will be addressed during the Fiscal 2026-27 budget development process, and subsequent budget processes, which will be included under UNA office rental expenditures.

Next Steps



This project is now at a critical stage for Board consideration and approval. Next steps are dependent upon the Board's direction.

Strategic Objective

Organizational Capacity

Concurrence

Athena Koon, Finance Manager.

Wegland Sit, Operations Manager.

Respectfully submitted,

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

Paul Thorkelsson
Chief Administrative Officer

WESBROOK VILLAGE SUBLEASE

OFFICE FORM

THIS LEASE is dated for reference October 16, 2025.

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 be 202 - 5923 Berton Avenue, Vancouver, BC V6S 0B3

(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
#200-3313 Shrum Lane
Vancouver, BC V6S 0C8

Fax: 604-569-0954
Phone: 778-945-5108

(b) Name and Address of Tenant

University Neighbourhoods Association
#202-5923 Berton Avenue
Vancouver, BC V6S 0B3

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.

(f) Minimum Rental*

Year(s)	Minimum Rental per annum per square foot of the Area of the Premises	Annual Minimum Rental	Monthly Minimum Rental
1 and 2	\$34.00	\$110,466.00	\$9,205.50
3 and 4	\$36.00	\$116,964.00	\$9,747.00
5 and 6	\$38.00	\$123,462.00	\$10,288.50
7 and 8	\$40.00	\$129,960.00	\$10,830.00
9 and 10	\$42.00	\$136,458.00	\$11,371.50

* 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: Commencement Date of Term.

Minimum Rental: Commencement Date of Term.

(h) Term: Ten (10) years, commencing on the Commencement Date of Term, being the 1st of June, 2026. The last day of the Term shall be Ten (10) years after the last day of the month in which the Commencement Date of Term occurs,

provided that the Commencement Date of Term is a day other than the first day of the month; or else ending Ten (10) years after the last day of the month prior to the month in which the Commencement Date of Term occurs.

- (i) The Commencement Date of Term means the earlier of:
 - (i) the first day on which the Tenant opens for business to the public or commences the operation of its business from the Premises; and
 - (ii) the day following the expiration of the Fixturing Period which is for a maximum period of five (5) months;

[provided that if neither of the events described in subsections (i) and (ii) of this subsection (i) have occurred by June 1, 2026, then June 1, 2026 shall be the Commencement Date of Term.]
- (j) Area of the Premises: 3,249 square feet, subject to adjustment. See Section 5.9.
- (k) Address of the Premises: Unit 301, 5923 Berton Avenue, Vancouver BC.
- (l) Deposits

Rental Deposit: N/A

Security Deposit: N/A
- (m) Fixturing Period: Provided the Tenant has obtained its building permit and placed the required insurance for its occupation of the Premises, the Fixturing Period will be the period estimated to commence on January 1, 2026, and which will end on the day prior to the Commencement Date of Term, during which period the Tenant shall be entitled to occupy the Premises for the purpose of performing the Tenant's Work in accordance with all terms of this Lease, including the obligations of the Tenant to pay for all utilities and services, including garbage removal and the cost of operating the HVAC System serving the Premises, but during the Fixturing Period the Tenant 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 Commencement Date of Term, except as set out herein. If there is any delay in the Tenant obtaining its building permit or insurance required before it occupies and commences the Tenant's Work in the Premises, unless otherwise agreed to in writing by the Landlord, the parties agree that the Fixturing Period will commence on January 1, 2026, and the Commencement Date of Term shall remain as set out in subsection (i) above.
- (n) Extension: Provided that the Tenant duly, punctually and in accordance with the provisions of this Lease, pays Rental and performs each and every one of the covenants, provisos and agreements in this Lease-contained on the part of the Tenant to be paid and performed, subject to applicable cure periods in the Lease, the Tenant shall have the right to extend the initial Term of this Lease for one (1) term of up to five (5) years in whole calendar year increments only (the "**Extension Term**"), on the same terms, covenants, conditions and provisos as this Lease, except that the Minimum Rental shall be determined as set out below;

and the Tenant Improvement Allowance and any other tenant inducements granted by the Landlord, if any, and the right of extension just exercised shall not apply to or be payable (as applicable) during the Extension Term. The Tenant's right to extend the initial Term of this Lease shall be exercised by the Tenant on no less than nine (9) months' written notice prior to the expiry of the initial Term, with such written notice to specify the length of such Extension Term. The Minimum Rental in the Extension Term shall be fair market rent for similar premises to the Premises and in any event (whether determined by negotiation or arbitration) shall not be less than the Minimum Rental for the immediately preceding term. If the Landlord and Tenant cannot agree upon the Minimum Rental to be paid in the Extension Term before the last month of the initial Term, the Minimum Rental, as applicable shall be determined by a single arbitrator under the *Arbitration Act* of British Columbia and shall be determined based on the fair market rental amount. Until the Minimum Rental has been determined, the Tenant shall pay the same Minimum Rental as was payable in the last month of the initial Term plus 10%. Upon the new Minimum Rental for the Extension Term being determined, such new Minimum Rental shall be retroactively applied to the commencement of the Extension Term and any outstanding amounts shall be paid to the Landlord or credited to the Tenant against Rental owing hereunder within 10 business days of such determination being made. For greater certainty, if the Tenant provides written notice that the Extension Term will be less than five (5) years, the Tenant is deemed to have exercised its right to the Extension Term in full and will have no further right to extend or renew the Term or this Lease.

(o) Special Provisions:

- (i) **Tenant Improvement Allowance:** Provided that the Tenant and, if applicable, the Indemnifier, is not in default under this Lease, subject to applicable cure periods in this Lease, and the Landlord has received a copy of this Lease duly executed by the Tenant and if applicable, the Indemnifier, the Landlord will pay to the Tenant, as an inducement to the Tenant to enter into this Lease and thereafter occupy the Premises, a tenant improvement allowance (the "**Tenant Improvement Allowance**") of up to a maximum of \$55.00 per square foot of Area of the Premises. The Landlord shall pay to the Tenant at the same time and in addition to the Tenant Improvement Allowance, any applicable GST required by law to be paid therewith provided the Tenant has provided an invoice to the Landlord for the Tenant Improvement Allowance and any applicable GST required by law to be paid therewith. The Landlord shall pay to the Tenant the requested amount of the Tenant Improvement Allowance less the Lien Holdback within fifteen (15) days after the last of the following having occurred: (a) completion of the Tenant's Work by the Tenant; (b) the Landlord's receipt of an invoice (the "**Invoice**") from the Tenant for the amount requested as the Tenant Improvement Allowance, such amount not to exceed the lesser of the maximum Tenant Improvement Allowance set out herein and the amount paid by the Tenant for the Tenant's Work; (c) the Landlord's receipt of a land title search for the Premises satisfactory to the Landlord, acting reasonably, evidencing no liens registered against title to the Property relating to the Tenant's Work; and (d) a statutory declaration (the "**Declaration**") of an officer or director of the Tenant setting out the following:

- (A) that the Tenant's Work has been completed;
- (B) the amount paid by the Tenant for the Tenant's Work;
- (C) that the amount stated on the Invoice does not exceed the lesser of the maximum Tenant Improvement Allowance set out herein and the amount paid by the Tenant for the Tenant's Work;
- (D) the amount of the statutory holdback (the "**Lien Holdback**") pursuant to the *Builders Lien Act* for the Tenant's Work;
- (E) that there are no outstanding builders liens (as described in the *Builders Lien Act*) registered against the Premises or the Property because of the Tenant's Work; and
- (F) that all accounts for work, services and materials have been paid in full with respect to the Tenant's Work and that all of the Tenant's designers, contractors, subcontractors, workers and suppliers of materials and equipment have been paid in full for all work and services performed and materials and equipment supplied by them on or to the Premises (together with copies of all invoices confirming payment to such persons).

It is a condition precedent to the Landlord's obligations to pay the Tenant the Tenant Improvement Allowance that the Declaration and Invoice are received by the Landlord no later than 60 days after the Commencement Date of Term.

Furthermore, within 15 days after receipt by the Landlord of a land title search for the Property satisfactory to the Landlord evidencing no liens registered against title to the Property relating to the Tenant's Work and delivery to the Landlord by the Tenant of a statutory declaration in which an officer or director of the Tenant certifies:

- (A) that there are no outstanding builders liens (as described in the *Builders Lien Act*) registered against the Premises or the Building because of the Tenant's Work;
- (B) that the appropriate builders lien holdback periods (as described in the *Builders Lien Act*) have expired; and
- (C) that the Tenant is required to pay out such holdbacks;

the Landlord shall pay the Lien Holdback to the Tenant.

- (ii) **Cross Default with Loan Agreement:** In the event of a default under the Loan Agreement dated for reference October 16, 2025, the Tenant shall be deemed to be in default of this Lease and *vice versa*.

- (p) **Hours of Operation:** Intentionally deleted.
- (q) **Parking:** During the Term, and any renewals or extensions thereof, the Landlord shall make available for the Tenant, to use at its option:
 - (i) up to five (5) random parking stalls in the designated parking lot for the Building at no cost to the Tenant; and
 - (ii) up to eight (8) random parking stalls in the designated parking lot for the Building at the prevailing monthly rental rates, plus applicable taxes, which rental rates may be adjusted by the Landlord from time to time.

- (r) **Termination of Existing Lease:** For the purposes of this Section,
- (A) "Existing Lease" means, collectively, the lease dated January 21, 2018, lease extension agreement dated April 21, 2021, second lease extension agreement dated March 21, 2022, third lease extension agreement dated September 21, 2022, and fourth lease extension agreement dated June 6, 2024, between the Landlord and the Tenant with respect to premises civically known as Unit 202, 5923 Berton Avenue, Vancouver BC; and
 - (B) "Termination Date" means 11:59 p.m. on the day prior to the Commencement Date of this Lease.

The Landlord and the Tenant are entering into this Lease in connection with the simultaneous termination of the Existing Lease. The Tenant and the Landlord hereby agree that the Existing Lease is terminated effective on the Termination Date and the Existing Lease shall thereafter be of no further force and effect, save as otherwise set out in this Section and save for those provisions in the Existing Lease that expressly survive the expiry or earlier termination of the Existing Lease.

For greater certainty, the foregoing will not be construed as a release of either the Landlord or Tenant with respect to any matters arising or accruing on or prior to the Termination Date. Any breach of the Existing Lease which has not been cured will, after the Termination Date, be enforceable in accordance with all applicable provisions of the Existing Lease (it being acknowledged that the Tenant shall only be responsible for any breach of the Existing Lease which occurs on or after the date the Tenant took an assignment of the Existing Lease).

Project: **UNA Office T1**
Location: **Level 3 - 5923 Berton Ave, Vancouver, BC V6S 0B3**
Designer: **VPAC Construction**
Version: **D.01**

Project #: **00-0000**
Date: **2025-10-16**
GFA (m2): **287**
GFA (ft2) - Not leasable: **3,084**



Division / Description			Current Budget D.01 3,084 sq.ft		Notes
			TOTAL	Cost/sqft	
02 05 00 - Demolition			\$36,690.00	\$11.90	
- Demo existing drywall partitions as per drawings including doors, glazings, & baseboards	\$36,690	\$36,690			
- Demo existing floor tile finishes throughout					
- Remove and dispose of existing millworks					
- Demo existing dropped ceiling					
- Dispose of existing mechanical ductwork- Disconnected by MC					
- Disposal bins					
- Hazmat Report					
- Grinding floor to remove glue					
- Electrical service call to provide power for grinding equipment					
06 10 00 - Rough Carpentry			\$17,913.00	\$5.81	
- Floor protection	\$17,913	\$17,913			
- Protection of finishes					
- Plywood backing for millwork and equipment					
- Blocking above glazed partitions					
- Carpentry work for ramp access to Terrace					
06 20 00 - Finish Carpentry			\$30,100.00	\$9.76	
- S&I kitchen millwork - upper/lower cabinets, soft close, 36" counter height	\$22,300	\$22,300			
- S&I kitchen millwork - Full height cabinets					
- S&I solid surface countertop - 1 1/2" eased square edge w/ sink cut out					
- S&I (1) refrigerator gable					
- S&I Paper storage millwork	\$4,200	\$4,200			
- S&I solid surface countertop - Existing filing cabinet	\$3,600	\$3,600			
07 84 00 - Firestopping			\$750.00	\$0.24	
- Firestopping for mechanical penetrations	\$750	\$750			
08 10 00 - Doors and Frames			\$38,500.00	\$12.48	
- S&I (11) solid core doors - single, 8' height, paint grade	\$38,500	\$38,500			
08 80 00 - Glazing			\$19,000.00	\$6.16	
- S&I (1) corridor door - 8' Glass door	\$19,000	\$19,000			
- S&I glazed partitions - 8' height, 12 mm, standard u-channel, with bulkhead					
- Enigneering					
08 81 00 - Glazing Film			\$750.00	\$0.24	
- S&I 2" band to meet the code on new glazings	\$750	\$750			
09 20 00 - Drywall Acoustics			\$88,028.00	\$28.54	
- S&I New Drywall partition - 1/2" GWB, 3 5/8" SS, 1/2" GWB	\$88,028	\$88,028			
- S&I New Drywall Bulkheads - 1/2" GWB, 3 5/8" SS, 1/2" GWB					
- S&I New T-bar ceiling & tiles in offices as per drawings					
- S&I New ceiling tiles in existing grids in corridor area					
- S&I seismic bracing to new walls					
- S&I seismic support for doors					
- Patch and Repair Drywall partitions and ceiling after demo					
09 68 00 - Flooring			\$30,639.00	\$9.93	
- S&I new LVT tin the kitchen area	\$30,639	\$30,639			
- One layer of skim coat under LVT					
- S&I new carpet tile throughout					
- S&I new coved wall base throughout - tarkett					
- Minor floor prep					
09 90 00 - Painting and Wallcovering			\$36,308.00	\$11.77	Notes: NIC - cost to S&I any wallcoverings or wall paneling
- Paint to drywall partitions	\$36,308	\$36,308			
- Paint new and existing door slabs					
- Paint open ceiling and services					
- Touch ups					
11 40 00 - Appliances			\$7,700.00	\$2.50	
- Supply of Appliances	\$7,700	\$7,700			
- Delivery					
- Install					
12 49 40 - Window Coverings			\$2,000.00	\$0.65	
- S&I chain control wand to existing blinds as per new code	\$2,000	\$2,000			

Division / Description		Costs Included In Budget	Current Budget D.01 3,084 sq.ft		Notes
			TOTAL	Cost/sqft	
22 00 00 / 23 00 00 - Mechanical and Plumbing			\$113,520.00	\$36.81	
HVAC -	\$113,520	\$113,520			
- Add/relocate diffusers/air returns as required to suit new layout					
- S&I seismic bracing for HVAC distribution					
- Controls - Relocate Thermostats to new locations as per drawings					
- Air Balancing					
- S&I duct heaters as per drawings					
Plumbing:					
- Demo and disconnect existing sink					
- S&I (1) Plumbing rough-ins					
- S&I plumbing fixtures					
21 13 00 - Fire Protection / Sprinklers			\$26,500.00	\$8.59	
- Add/relocate sprinkler heads as required to suit new layout		\$26,500			
- Permits & drawings					
- Fire safety plan					
26 00 00 - Electrical			\$148,897.70	\$48.28	
- Demo and make safe		\$148,898			
- Lighting fixture package					
- Wire and install lightings					
- Seismic bracing to new light fixtures					
- S&I lighting controls					
- S&I controls - (12) occupancy sensors, as required by ASHRAE					
- S&I controls - (2) time clock, as required by ASHRAE					
- S&I (6) Emergency light fixture - Plastic Green Running Man					
- Power outlets - (81) drops					
- Rough-in for card reader, ADO and cameras					
- Fire alarm - Relocate existing devices					
- Fire alarm - Verification					
- Fire alarm - New speaker, smoke detector					
- Data - assumes (52) drops - Extra 2 drops considered for printer					
- Permit fees, seismic inspections & As-Built Drawings					
28 00 00 - Security			\$7,500.00	\$2.43	
- S&I (1) ADO		\$7,500			
- S&I (1) Card reader access, cw strikes and fob					
SUBTOTAL			\$604,795.70	\$196.11	
General Conditions	\$95,199	\$95,199	\$95,199.00	\$30.87	
CM Fee	4.50%	4.50%	\$31,499.76	\$10.21	
Contingency	10.00%	10.00%	\$73,149.45	\$23.72	
TOTAL CONSTRUCTION COST (Excluding GST)			\$804,644	\$260.91	

Exclusions (NIC)

1 Abatement

2 Furniture, Workstations

3 CAD As-Built drawings

4 Consultant fees

5 Audio Visuals

6 CCTV

7 Security Guards

8 Floor Grinding

9 Floor Leveling

10 LEED Certification

11 New mechanical equipment

12 New panels/subpanels

Qualifications

1. All amounts exclude GST

2. All prices are in Canadian Dollars
















3. Based regular hours work

Seperate Prices Not Included in Base Bid				
SP.01	Separate Prices not Included		\$1,500.00	
	Replace (2) Existing diffusers with new diffusers in corridor area	\$1,500		
Note: Alternate prices do not include overhead, markup or GST				

Initials

Contractor:

Client:

	Description	Quantity	Unit
	Backing	75	ft
	Countertop to existing filing cabinet	12	ft
	Demo flooring	3,000	sf
	Demo t-bar ceiling	2,821	sf
	Doors - New wood doors	11	Count
	Millwork - Full height kitchen millwork	2	ft
	Millwork - Paper storage	3	ft
	Millwork - Upper and Lower kitchen millwork	11	ft
	New Ceiling tile area	178	sf
	New T-bar ceiling	1,049	sf
	Occupancy sensors	12	Count
	Paint/base footprint	918	ft
	Partitions - New drywall partitions	160	ft
	Partitions - New Glazing partitions	29	ft
	Partitions - Pony walls	21	ft

Demolition Scope - General Notes

- Contractor to confirm hazardous materials assessment with Owner.
- Previous tenant has removed all furniture at their own cost.
- No modification to the building envelope or exterior walls, other than cosmetic gypsum board repair. If additional work required, contact WNDR's project architect.
- No modification within elevator, stairs, or at exterior terrace area.
- No modification of exterior doors and windows.
- During demolition, protect all components, finishes noted to be retained, mechanical diffusers and returns by bagging them, sprinkler heads, fire alarm systems, & exiting devices.
- Remove and recycle all items as practical.
- Prior to the removal of any walls, confirm walls are non-load bearing.

Office Space 301 & 302

- Remove noted interior walls, doors, and items per plan.
- Remove t-bar ceiling including light fixtures, grilles, diffusers, etc.
- Protect and retain existing sprinkler head locations.
- Protect and temporarily relocate exit signs and fire alarm equipment.
- Remove existing kitchen millwork and sink.
- Remove other items as noted on drawings
- Confirm electrical panel requirements and remove unneeded electrical panels and equipment.
- Remove existing flooring, remove glue, prep, patch and make good ready for new floor finish, see construction plan.

Elevator 310, Corridor 311a, 311b, 311c

- Remove similar items per Office Space 301 & 302.

Provide separate price to:

- Retain existing dropped ceiling t-bar
- Retain existing lighting, mechanical, electrical, sprinklers
- Retain existing carpet tile.
- Retain vinyl baseboard.
- Patch and make good gypsum wall board ready for paint.

Accessible W.C. 1 & 2

- Not part of project scope.

Renovation Areas

- Office Space 301 982 SF
- Office Space 302 1,576 SF
- Accessible W.C. 1 49 SF
- Accessible W.C. 2 48 SF
- Elevator Lobby 84 SF
- Corridor A 95 SF
- Corridor B 161 SF
- Corridor C 89 SF
- Total Interior Area 3,084 SF

*Areas exclude thickness of exterior and retained walls



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350 - 1650 west 2nd ave, vancouver, bc v6j 1h4

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DATE/REVISION	BY/DATE
01 Pre-Design	25.05.08
02 Issued for Prelim. Pricing	25.06.04
03 Re-issued for Prelim. Pricing	25.06.17
04 For Coordination	25.08.11
05 Re-issued Pricing Post V.E.	25.08.27
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07 RCP & Update ID Spec	25.10.14

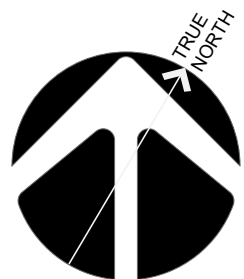


UNA OFFICE T.I.

Level 3 - 5923 Berton Ave
Vancouver, BC V6S 0B3

Demolition Plan

October 14, 2025
Scale: 1/4" = 1'-0"



A-1.03

All T.I. work to be completed by (T.B.C.)

New Construction Scope - General Notes

- Contractor to confirm hazardous materials assessment with Owner.
- All new walls to be 1/2" gypsum board, 3 5/8" steel stud, and 1/2" gypsum board, unless noted otherwise or required thicker by engineer. Walls to extend full height to u/s of ceiling. Engineering of all walls by steel stud contractor.
- New ceiling to be exposed to base building gypsum board. Paint all ducting, conduit, sprinklers piping, etc.
- All floor areas to receive new flooring. Provide a price for polished concrete and a separate price for carpet tile.
- All floor ares to receive wood base, painted. Provide alternate price for vinyl base.
- Provide new lighting to all spaces and offices.
- Provide electrical, AV, and other equipment per equipment schedule.
- Provide new mechanical duct terminations for open ceiling layout.
- All existing walls to be skimmed (where required, TBC by contractor), patched, primed and painted. Existing doors to be painted to match wall colours. All painting minimum 2 coats.
- All new walls to be primed and painted, minimum 2 coats.
- Mechanical at all offices (or every two offices) and at each boardroom to be independently controlled (AC & heating)
- Glazing film/frosting to be applied prior to occupancy, by Owner, as per ID drawings.

Office Space 301 & 302

- All office doors to be wood, full lites, passage hardware.
- Office walls to be insulated, caulked to floor, and acoustically separated from adjacent offices. Mechanical ducts to be insulated for sound. Provide door sweeps.
- All windows to be single pane. All glass to be gasketed.
- Provide equipment per equipment schedule.

Work Stations

- Procurement by UNA: ~64" high work station privacy screens.
- Procurement by UNA: Equipment per equipment schedule.

Elevator 310, Corridor 311a, 311b, 311c

- Provide new items per/similar to Office Space scope.
- Provide new wood base board. Provide separate price for vinyl base.
- Paint all walls, two coats minimum.
- Provide separate price to retain carpet tile, dropped ceiling, mechanical diffusers, lighting, and base.

Circulation

- Create sloped pathway at 5% to provide access to terrace.

Accessible W.C. 1 & 2

- Not part of project scope.

Kitchen

- Stone countertop with millwork lowers, open shelf uppers.
- 2 - Microwaves in full height cabinetry, high capacity fridge with pullout freezer.
- Plumbed sink and dishwasher. Coffee machine to be tank style.
- Movable island with movable chairs. Island to *not* be on wheels, and heavy.
- Movable square and round tables, with chairs.
- Movable furniture by UNA.

Boardrooms

- Acoustically separated.
- TV and network camera. See equipment list for more information.

New Build Room Areas	2,983 SF
Offices	600 SF
Ops Office #2 :	9.33' x 8.71' = 81.2 SF
Manager's Office #1 :	7.99' x 9.25' = 73.9 SF
CAO :	12.01' x 10.00' = 115.0 SF
Ops Office #1 :	14.25' x 6.67' = 95.0 SF
Manager's Office #2 :	10.33' x 7.00' = 72.3 SF
Fin. Office :	8.00' x 10.17' = 81.3 SF
I.T. Office :	8.00' x 10.17' = 81.3 SF
Board Rooms	283 SF
Board Room #1 :	10.33' x 17.42' = 180.0 SF
Board Room #2 :	9.00' x 11.42' = 102.8 SF
Work Station Spaces	388 SF
Workstation (NE) :	5.83' x 16.58' = 96.7 SF
Workstation (SE) :	11.83' x 5.17' = 61.1 SF
Work Stations (S) :	21.97' x 5.67' = 124.5 SF
Workstations (W) :	10.50' x 10.17' = 105.7 SF
Other Spaces	1,712 SF
Storage :	9.58' x 6.67' = 63.9 SF
Office Circulation :	58.42' x 60.25' = 1064.4 SF
Kitchen :	15.00' x 16.71' = 250.6 SF
Acc W.C. #1 :	6.00' x 8.08' = 48.5 SF
Acc W.C. #2 :	6.00' x 8.00' = 48.0 SF
Phone Room :	6.83' x 9.25' = 63.2 SF
Common Hallway :	30.58' x 9.50' = 173.0 SF

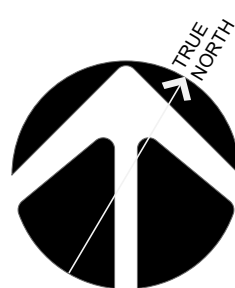
*Areas exclude thickness of walls.

** Areas include thickness of workstation partitions


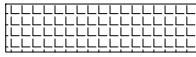






DENOTES BACKING REQUIRED
 DENOTES ADDITIONAL
 ACOUSTIC MEASURES
 FURNITURE BY OWNER



DATE/REVISION	BY/REVISION
01 Pre-Design	25.05.08
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07 RCP & Update ID Spec	25.10.14





LIGHTING	
	CYLINDER PENDANTS
	PENDANTS 1'X4'
	PENDANT
	KITCHEN STRIP UNDER CABINET LIGHT
	24" PENDANT
	RECESSED 1'X4'
	RECESSED LIGHTS
	24" PANEL LIGHT



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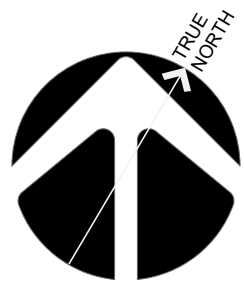
DATE	DESCRIPTION
01	Pre-Design 25.05.08
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UNA OFFICE T.I.
Level 3 - 5923 Berton Ave
Vancouver, BC V6S 0B3

Reflected Ceiling Plan

October 14, 2025
Scale: 1/4" = 1'-0"



A-1.05

	Description	Quantity	Unit
▲	Data drops	52	Count
●	power	81	Count



UNA OFFICE RENOVATION –THIRD FLOOR – CONSTRUCTION FLOOR PLAN
SCALE: 1/4" = 1'-0"

CONSTRUCTION NOTES

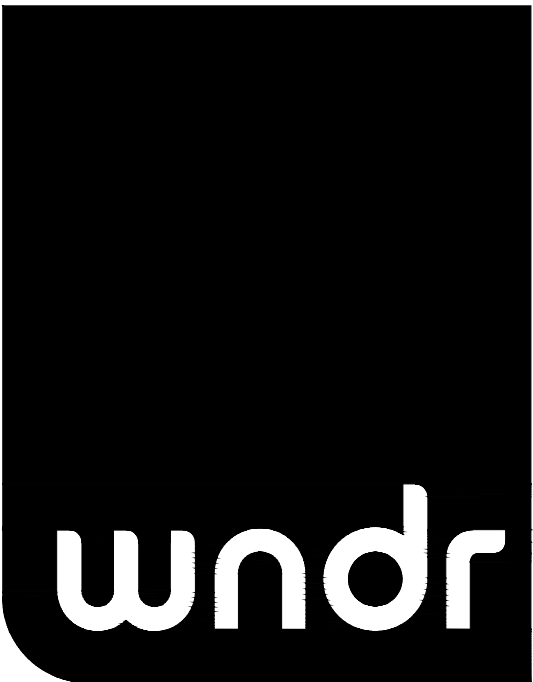
- CONTROLS AND OUTLETS TO BE MOUNTED BETWEEN 400-1200mm ABOVE THE FLOOR.
- FIRE ALARM DEVICES RELOCATED TO BE CONNECTED TO THE BASE BUILDING FIRE ALARM.
- CONFIRM ELECTRICAL PANEL REQUIREMENTS AND REMOVE UNNEEDED ELECTRICAL PANELS AND EQUIPMENT.
- PROVIDE ELECTRICAL, AV, AND OTHER EQUIPMENT PER EQUIPMENT SCHEDULE.
- SECURITY WILL CONNECT TO THE MONITORING CENTRE THROUGH NETWORK CONNECTION, NEXT OR IN THE EXISTING DATA RACK, NEXT TO ELECTRICAL PANEL '2C' AT THE OFFICE SPACE.
- EQUIPMENT LABELED WITH "EX" "EXISTING EQUIPMENT TO REMAIN"
- EQUIPMENT LABELED WITH "RL" "EXISTING EQUIPMENT RELOCATED"

AV and Electrical Equipment Outline Schedule

Positions / Spaces	Equipment						Notes
	Ethernet *	Phone (Ethernet VOIP)**	Power	2nd Power ***	A/V	Conference	
Chief Administrative Officer (CAO)	X	X	X	X	X		
Managers Office #1	X	X	X	X			
Managers Office #2	X	X	X	X			
Operations Manager (Ops Office #1)	X	X	X	X			
Operations Manager (Ops Office #2)	X	X	X	X			
Finance Office	X	X	X	X		X	
I.T. Office	X	X	X	X			
Phone Room	X		X				
Board Room 1 - 10 to 12 person	X	X	X	X	X	X	1 Network Outlet + 4 Power outlets behind TV for (TV, Screenbeam Conference systems, Conference cam + mic, + 1 extra outlet), Min. 2 power outlets within Room
Board Room 2 - 6 to 8 person	X	X	X	X	X	X	1 Network Outlet + 4 Power outlets behind TV for (TV, Screenbeam Conference systems, Conference cam + mic, + 1 extra outlet), Min. 2 power outlets within Room
Workstations	X	X	X	As req'd by code			
Kitchen			X	X		X	
Kitchen Tables at Bench Seating			X	As req'd by code, min 2 duplex			
File Cabinets and Storage							
Storage			X				
Printing Area	X	X	X	X			

ELECTRIC DUCT HEATER SCHEDULE

TAG	MAKE	MODEL	COLLAR SIZE (IN.)	ELEC (Kw)	VOLT PH HZ	PILOT DEVICE	OPTIONS/REMARKS
DH-1 & 2	THERMOLEC	TER-8-15208	8	1.5	208 1 60	STAT	C/W SCR CONTROLLER & AIR PROVING SWITCH



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ISSUED FOR: YY MM DD
01 ISSUE FOR PRICING 25.08.28



UNA OFFICE T.I.
Level 3 - 5923 Berton Ave
Vancouver, BC V6S 0B3

CONSTRUCTION FLOOR PLAN

August 28, 2025
1/4" = 1'-0"

E005

LOAN AGREEMENT

THIS AGREEMENT (the "**Agreement**") dated for reference October 16, 2025.

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 "**Lender**")

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 202 - 5923 Berton Avenue, Vancouver, BC V6S 0B3

(the "**Borrower**")

RECITALS:

A. The Lender and the Borrower have entered into a Wesbrook office sublease dated for reference October 16, 2025 (the "**Lease**") whereby the Borrower will lease or has leased premises located at Unit 301, 5923 Berton Avenue, Vancouver British Columbia (the "**Premises**") on the terms and conditions set forth in the Lease;

B. The Borrower wishes to undertake certain tenant improvements in the Premises and the Lender has agreed to lend funds to the Borrower to carry out such tenant improvements on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the mutual covenants, agreements and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree each with the other as follows:

1. The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the principal amount of \$700,000.00 (the "**Loan**") repayable on the terms and conditions hereinafter set forth. The Loan shall be advanced to the Borrower in a single advance on June 1, 2026.
2. The Loan will accrue interest at an annual rate of 5% per annum, not in advance. At the end of each interest calculation period, unpaid accrued interest will be added to the Loan and bear interest at the interest rate set forth herein. Interest shall accrue and be payable on the outstanding Loan amount from the date of advance to the date of payment in full.

3. The Borrower shall make blended payments of principal and interest of \$7,424.59 in accordance with the terms and conditions of this Agreement and as set forth in the repayment schedule attached hereto as Schedule B, with the first such payment being due and payable on June 1, 2026.
4. The term of the Loan (the "**Term**") shall commence June 1, 2026, and shall expire on May 31, 2036 (the "**Balance Due Date**").
5. The Loan, including all interest thereon, is due and payable on the Balance Due Date.
6. The proceeds of the Loan shall be used solely for the purpose of paying for tenant improvements in the Premises as permitted under the Lease or reimbursing the Borrower for expenditures already incurred for such tenant improvements. The Borrower shall provide evidence that the proceeds of the Loan were used for such purposes as requested by the Lender.
7. As evidence of the Loan, including all interest thereon, the Borrower shall execute and deliver to the Lender a promissory note ("**Promissory Note**") in the form attached as Schedule A hereto. In consideration of the Lender entering into this Agreement, the Borrower covenants and agrees that, at the option of the Lender and as the Lender shall determine in the Lender's absolute discretion, the Borrower shall provide to the Lender such additional security as the Lender may require and such documents that may be ancillary to the Promissory Note.
8. Provided the Borrower is not in default hereunder, the Borrower may prepay up to 25% of the Loan, without notice or penalty once each calendar year of the Term.
9. If the Borrower defaults in the repayment to the Lender of the Loan, including all interest thereon, the Lender may enforce any and all remedies available under this Agreement, any security granted in connection with this Agreement and at law or in equity.
10. In the event that the Borrower is in default (beyond the expiration of any applicable cure period) under the terms of this Loan Agreement, the Borrower will be deemed to be in default under the Lease, to the extent the Lease is still in force and effect. In the event that the Borrower is in default (beyond the expiration of any applicable cure period) under the terms of the Lease, the Borrower will be deemed to be in default under this Loan Agreement, to the extent this Loan Agreement is still in force and effect.
11. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns. The Borrower may not assign all or any part of its rights, title and/or interest in this Agreement without receiving the Lender's prior written consent.
12. Any notice, direction or consent under this Agreement may be given by delivering same to the parties at the addresses set out on page 1.
13. If any part or provision of this Agreement is invalid or unenforceable, it will at the election of the Lender be severed from this Agreement and the remainder will be construed as if such invalid or unenforceable part or provision had been deleted from this Agreement.
14. This Agreement and all matters arising hereunder will be governed by the laws of British Columbia without regard to its conflicts of laws rules.

15. The provisions of this Agreement will survive the execution and delivery of the Promissory Note and any other security granted in connection herewith.
16. The parties acknowledge that this Agreement has been prepared by Richards Buell Sutton LLP at the instruction of and on behalf of the Borrower and that the Lender has been advised to seek separate legal advice as to the form, content, meaning and effect of this Agreement and all ancillary documents and that it has either obtained such advice or decided not to obtain independent legal advice.
17. If there are any inconsistencies between this Agreement, the Promissory Note, and the security granted pursuant to this Agreement, the Lender shall, in its sole discretion, determine which agreement will prevail, provided that same will not limit any rights or remedies available to the Lender under this Agreement, the Promissory Note, or security granted by the Borrower in the event of a breach or default by the Borrower under the security.
18. This Agreement may be executed in any number of counterparts with the same effect as if the parties had executed the same instrument, and all such counterparts will be construed together and will constitute one and the same instrument. The execution of this Agreement by any party hereto will not become effective until a counterpart hereof has been executed by the party and delivered. Such delivery may be made by facsimile transmission or other method of electronic transmission (such as PDF) of the execution page hereto to the other parties by the party signing the particular counterpart.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement the day and year first above written.

UBC PROPERTIES INVESTMENTS LTD.,)
AS TRUSTEE FOR UBC PROPERTIES)
TRUST, by its authorized signatories:)
)
)
)
)
)
_____)
Authorized Signatory)
Name:)
Title:)

UNIVERSITY NEIGHBOURHOODS)
ASSOCIATION)
)
)
)
)
)
_____)
Authorized Signatory)
Name:)
Title:)

SCHEDULE A
PROMISSORY NOTE

Principal \$700,000.00
Amount:

Due: the Due Date (as defined below)

FOR VALUE RECEIVED **University Neighbourhoods Association** (the "**Borrower**") hereby promises to pay to the order of **UBC Properties Investments Ltd.** (the "**Lender**"), the principal amount of \$700,000.00, plus interest accruing at an annual rate of 5% per annum.

This Promissory Note is issued to evidence the indebtedness acknowledged under and the advance made by the Lender to the Borrower under the loan agreement dated for reference October 16, 2025, between the Borrower and the Lender (the "**Loan Agreement**").

Notwithstanding any other provision to the contrary, the Loan including all interest thereon is payable in full on May 31, 2026.

When not in default under the Loan Agreement, the Borrower may prepay up to 25% of the Loan, without notice or penalty once each calendar year of the Term .

The Borrower waives presentment, notice of dishonour, notice of non-payment, notice of protest and any all other notices and demands in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note and agrees that it shall remain liable in respect of this note as if presentment, demand, notice of dishonour and protest had been duly made or given.

All notices, demands, and payments required or permitted to be given under this Promissory Note shall be in writing and may be delivered personally to the addresses set forth in the Loan Agreement or at such other address or addresses as may from time to time be notified in writing by the parties.

This Promissory Note shall be governed by and construed in accordance with the laws of the Province of British Columbia without regard to its conflicts of laws rules and the laws of Canada applicable therein. The Courts of the Province of British Columbia shall have jurisdiction with respect to any matter arising hereunder or related hereto. The Lender and Borrower hereby attorn to the jurisdiction of the Courts of the Province British Columbia.

This Promissory Note may be executed and delivered (including by facsimile or electronic transmission) in any number of counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document, provided that the indebtedness represented hereby shall be due only once, notwithstanding the number of copies of transmitted.

Dated as of October 16, 2025.

**UNIVERSITY NEIGHBOURHOODS
ASSOCIATION**

Authorized Signatory

Name:

Title:

)
)
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)
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)
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SCHEDULE B

Repayment Schedule

Loan Amount	\$ 700,000.00
Annual Interest Rate	5.00%
Loan Term (Years)	10
Loan Term (Months)	120
Square Footage	3,249.00
Monthly Payment	7,424.59
Total Payments	\$890,950.80
Total Principal Paid	\$700,000.63
Total Interest Paid	190,950.17

Month	Payment (\$)	Interest (\$)	Principal (\$)	Balance (\$)
1	\$7,424.59	\$ 2,916.67	\$4,507.92	\$ 695,492.08
2	\$7,424.59	\$ 2,897.88	\$4,526.71	\$ 690,965.37
3	\$7,424.59	\$ 2,879.02	\$4,545.57	\$ 686,419.80
4	\$7,424.59	\$ 2,860.08	\$4,564.51	\$ 681,855.29
5	\$7,424.59	\$ 2,841.06	\$4,583.53	\$ 677,271.76
6	\$7,424.59	\$ 2,821.97	\$4,602.62	\$ 672,669.14
7	\$7,424.59	\$ 2,802.79	\$4,621.80	\$ 668,047.34
8	\$7,424.59	\$ 2,783.53	\$4,641.06	\$ 663,406.28
9	\$7,424.59	\$ 2,764.19	\$4,660.40	\$ 658,745.88
10	\$7,424.59	\$ 2,744.77	\$4,679.82	\$ 654,066.06
11	\$7,424.59	\$ 2,725.28	\$4,699.31	\$ 649,366.75
12	\$7,424.59	\$ 2,705.69	\$4,718.90	\$ 644,647.85
13	\$7,424.59	\$ 2,686.03	\$4,738.56	\$ 639,909.29
14	\$7,424.59	\$ 2,666.29	\$4,758.30	\$ 635,150.99
15	\$7,424.59	\$ 2,646.46	\$4,778.13	\$ 630,372.86
16	\$7,424.59	\$ 2,626.55	\$4,798.04	\$ 625,574.82
17	\$7,424.59	\$ 2,606.56	\$4,818.03	\$ 620,756.79
18	\$7,424.59	\$ 2,586.49	\$4,838.10	\$ 615,918.69
19	\$7,424.59	\$ 2,566.33	\$4,858.26	\$ 611,060.43
20	\$7,424.59	\$ 2,546.09	\$4,878.50	\$ 606,181.93
21	\$7,424.59	\$ 2,525.76	\$4,898.83	\$ 601,283.10
22	\$7,424.59	\$ 2,505.35	\$4,919.24	\$ 596,363.86
23	\$7,424.59	\$ 2,484.85	\$4,939.74	\$ 591,424.12
24	\$7,424.59	\$ 2,464.27	\$4,960.32	\$ 586,463.80
25	\$7,424.59	\$ 2,443.60	\$4,980.99	\$ 581,482.81
26	\$7,424.59	\$ 2,422.85	\$5,001.74	\$ 576,481.07
27	\$7,424.59	\$ 2,402.00	\$5,022.59	\$ 571,458.48
28	\$7,424.59	\$ 2,381.08	\$5,043.51	\$ 566,414.97
29	\$7,424.59	\$ 2,360.06	\$5,064.53	\$ 561,350.44
30	\$7,424.59	\$ 2,338.96	\$5,085.63	\$ 556,264.81
31	\$7,424.59	\$ 2,317.77	\$5,106.82	\$ 551,157.99
32	\$7,424.59	\$ 2,296.49	\$5,128.10	\$ 546,029.89
33	\$7,424.59	\$ 2,275.12	\$5,149.47	\$ 540,880.42
34	\$7,424.59	\$ 2,253.67	\$5,170.92	\$ 535,709.50
35	\$7,424.59	\$ 2,232.12	\$5,192.47	\$ 530,517.03
36	\$7,424.59	\$ 2,210.49	\$5,214.10	\$ 525,302.93
37	\$7,424.59	\$ 2,188.76	\$5,235.83	\$ 520,067.10
38	\$7,424.59	\$ 2,166.95	\$5,257.64	\$ 514,809.46
39	\$7,424.59	\$ 2,145.04	\$5,279.55	\$ 509,529.91
40	\$7,424.59	\$ 2,123.04	\$5,301.55	\$ 504,228.36
41	\$7,424.59	\$ 2,100.95	\$5,323.64	\$ 498,904.72
42	\$7,424.59	\$ 2,078.77	\$5,345.82	\$ 493,558.90
43	\$7,424.59	\$ 2,056.50	\$5,368.09	\$ 488,190.81
44	\$7,424.59	\$ 2,034.13	\$5,390.46	\$ 482,800.35
45	\$7,424.59	\$ 2,011.67	\$5,412.92	\$ 477,387.43
46	\$7,424.59	\$ 1,989.11	\$5,435.48	\$ 471,951.95
47	\$7,424.59	\$ 1,966.47	\$5,458.12	\$ 466,493.83
48	\$7,424.59	\$ 1,943.72	\$5,480.87	\$ 461,012.96
49	\$7,424.59	\$ 1,920.89	\$5,503.70	\$ 455,509.26
50	\$7,424.59	\$ 1,897.96	\$5,526.63	\$ 449,982.63
51	\$7,424.59	\$ 1,874.93	\$5,549.66	\$ 444,432.97
52	\$7,424.59	\$ 1,851.80	\$5,572.79	\$ 438,860.18
53	\$7,424.59	\$ 1,828.58	\$5,596.01	\$ 433,264.17
54	\$7,424.59	\$ 1,805.27	\$5,619.32	\$ 427,644.85
55	\$7,424.59	\$ 1,781.85	\$5,642.74	\$ 422,002.11

56	\$7,424.59	\$ 1,758.34	\$5,666.25	\$ 416,335.86
57	\$7,424.59	\$ 1,734.73	\$5,689.86	\$ 410,646.00
58	\$7,424.59	\$ 1,711.03	\$5,713.56	\$ 404,932.44
59	\$7,424.59	\$ 1,687.22	\$5,737.37	\$ 399,195.07
60	\$7,424.59	\$ 1,663.31	\$5,761.28	\$ 393,433.79
61	\$7,424.59	\$ 1,639.31	\$5,785.28	\$ 387,648.51
62	\$7,424.59	\$ 1,615.20	\$5,809.39	\$ 381,839.12
63	\$7,424.59	\$ 1,591.00	\$5,833.59	\$ 376,005.53
64	\$7,424.59	\$ 1,566.69	\$5,857.90	\$ 370,147.63
65	\$7,424.59	\$ 1,542.28	\$5,882.31	\$ 364,265.32
66	\$7,424.59	\$ 1,517.77	\$5,906.82	\$ 358,358.50
67	\$7,424.59	\$ 1,493.16	\$5,931.43	\$ 352,427.07
68	\$7,424.59	\$ 1,468.45	\$5,956.14	\$ 346,470.93
69	\$7,424.59	\$ 1,443.63	\$5,980.96	\$ 340,489.97
70	\$7,424.59	\$ 1,418.71	\$6,005.88	\$ 334,484.09
71	\$7,424.59	\$ 1,393.68	\$6,030.91	\$ 328,453.18
72	\$7,424.59	\$ 1,368.55	\$6,056.04	\$ 322,397.14
73	\$7,424.59	\$ 1,343.32	\$6,081.27	\$ 316,315.87
74	\$7,424.59	\$ 1,317.98	\$6,106.61	\$ 310,209.26
75	\$7,424.59	\$ 1,292.54	\$6,132.05	\$ 304,077.21
76	\$7,424.59	\$ 1,266.99	\$6,157.60	\$ 297,919.61
77	\$7,424.59	\$ 1,241.33	\$6,183.26	\$ 291,736.35
78	\$7,424.59	\$ 1,215.57	\$6,209.02	\$ 285,527.33
79	\$7,424.59	\$ 1,189.70	\$6,234.89	\$ 279,292.44
80	\$7,424.59	\$ 1,163.72	\$6,260.87	\$ 273,031.57
81	\$7,424.59	\$ 1,137.63	\$6,286.96	\$ 266,744.61
82	\$7,424.59	\$ 1,111.44	\$6,313.15	\$ 260,431.46
83	\$7,424.59	\$ 1,085.13	\$6,339.46	\$ 254,092.00
84	\$7,424.59	\$ 1,058.72	\$6,365.87	\$ 247,726.13
85	\$7,424.59	\$ 1,032.19	\$6,392.40	\$ 241,333.73
86	\$7,424.59	\$ 1,005.56	\$6,419.03	\$ 234,914.70
87	\$7,424.59	\$ 978.81	\$6,445.78	\$ 228,468.92
88	\$7,424.59	\$ 951.95	\$6,472.64	\$ 221,996.28
89	\$7,424.59	\$ 924.98	\$6,499.61	\$ 215,496.67
90	\$7,424.59	\$ 897.90	\$6,526.69	\$ 208,969.98
91	\$7,424.59	\$ 870.71	\$6,553.88	\$ 202,416.10
92	\$7,424.59	\$ 843.40	\$6,581.19	\$ 195,834.91
93	\$7,424.59	\$ 815.98	\$6,608.61	\$ 189,226.30
94	\$7,424.59	\$ 788.44	\$6,636.15	\$ 182,590.15
95	\$7,424.59	\$ 760.79	\$6,663.80	\$ 175,926.35
96	\$7,424.59	\$ 733.03	\$6,691.56	\$ 169,234.79
97	\$7,424.59	\$ 705.14	\$6,719.45	\$ 162,515.34
98	\$7,424.59	\$ 677.15	\$6,747.44	\$ 155,767.90
99	\$7,424.59	\$ 649.03	\$6,775.56	\$ 148,992.34
100	\$7,424.59	\$ 620.80	\$6,803.79	\$ 142,188.55
101	\$7,424.59	\$ 592.45	\$6,832.14	\$ 135,356.41
102	\$7,424.59	\$ 563.99	\$6,860.60	\$ 128,495.81
103	\$7,424.59	\$ 535.40	\$6,889.19	\$ 121,606.62
104	\$7,424.59	\$ 506.69	\$6,917.90	\$ 114,688.72
105	\$7,424.59	\$ 477.87	\$6,946.72	\$ 107,742.00
106	\$7,424.59	\$ 448.92	\$6,975.67	\$ 100,766.33
107	\$7,424.59	\$ 419.86	\$7,004.73	\$ 93,761.60
108	\$7,424.59	\$ 390.67	\$7,033.92	\$ 86,727.68
109	\$7,424.59	\$ 361.37	\$7,063.22	\$ 79,664.46
110	\$7,424.59	\$ 331.94	\$7,092.65	\$ 72,571.81
111	\$7,424.59	\$ 302.38	\$7,122.21	\$ 65,449.60

112	\$7,424.59	\$ 272.71	\$7,151.88	\$ 58,297.72
113	\$7,424.59	\$ 242.91	\$7,181.68	\$ 51,116.04
114	\$7,424.59	\$ 212.98	\$7,211.61	\$ 43,904.43
115	\$7,424.59	\$ 182.94	\$7,241.65	\$ 36,662.78
116	\$7,424.59	\$ 152.76	\$7,271.83	\$ 29,390.95
117	\$7,424.59	\$ 122.46	\$7,302.13	\$ 22,088.82
118	\$7,424.59	\$ 92.04	\$7,332.55	\$ 14,756.27
119	\$7,424.59	\$ 61.48	\$7,363.11	\$ 7,393.16
120	\$7,424.59	\$ 30.80	\$7,393.79	-\$ 0.63