



## AGENDA

### A. CALL TO ORDER

### B. APPROVAL OF AGENDA

1. **Motion:** *THAT the Board approve the January 20, 2026, open session agenda, as circulated.*

### C. APPROVAL OF MINUTES

5

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

### D. DELEGATIONS

None.

### E. EXTERNAL REPORTS & PRESENTATIONS

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

9

### F. REPORTS

1. January Management Report

11

#### Report Sections:

- Chief Administrative Officer Report
- Communications Report
- Recreation Report
- Operations & Sustainability Report
- Finance Report

2. 2026 UNA Revised Board Meeting Calendar Report – Paul Thorkelsson, Chief  
Administrative Officer

27

#### Relevant Attachments:

- 2026 UNA Board Meeting Schedule - REVISED

29



3. Draft II 202627 UNA Budgets Report - Athena Koon, Finance Manager 30

Relevant Attachments:

- 2026 Projected Neighbours Find Draft II 40
- 2026 Projected Neighbours Fund - Draft I & II Comparison 41
- Draft II 202627 Operating Budget - Summary 42
- Draft II 202627 Operating Budget – Detailed 44
- Draft II 202627 Capital Budget – Summary 50
- Draft II 202627 Capital Budget - Detailed 51

Recommendation:

*THAT the Board approve the publication of the second draft of the FY2026/27 budgets for public consultation.*

4. Cycling Without Age Sublicense Agreement – Wegland Sit, Operations Manager 52

Relevant Attachments:

- UNA-VCWAS Sub-License Agreement 56
- Schedule 'A' 69
- Schedule 'B' 76

Recommendation:

*THAT the Board approve the UNA & VCWAS sub-licence agreement and authorize the Chief Administrative Officer to execute the agreement.*

5. UBC UNA Noble Park Childcare License – Wegland Sit, Operations Manager 123

Relevant Attachments:

- UBC-UNA Noble Park Childcare License V2.0 127

Recommendation:

*THAT the Board approve the UBC & UNA Verve Daycare license agreement and authorize the Chief Administrative Officer to execute the agreements.*

6. Ross Drive BC Hydro Charging Agreement – Wegland Sit, Operations Manager 143

Relevant Attachments:

- BC Hydro – UNA Maintenance Agreement Electrical Vehicle Charging Station 150

Recommendation:



*THAT the Board approve the BC Hydro –Maintenance Agreement (Electrical Vehicle Charging Stations) and authorize the Chief Administrative Officer to execute the agreements.*

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|--|-----|
| 7. Committee Chair and Vice-Chair Reappointments Report – Lauren Thomson,<br>Corporate Services Specialist | 194 |
| <u>Relevant Attachments:</u>   |     |
| • 2026 UNA Director's Committee Appointment Schedule   | 197 |

**Recommendation:**

*THAT the Board reaffirm the Chairs for Community Engagement Advisory Committee, Land Use Advisory Committee, Finance & Audit Committee, Newspaper Editorial Committee and Governance & HR and Vice Chairs for Finance & Audit Committee and Governance & HR Committees.*

**G. UNFINISHED BUSINESS**

- |   |     |
|---|-----|
| 1. Neighbours Fund Infrastructure Reserve Projects - Hampton Place    | 199 |
| <u>Relevant Attachments:</u>  |     |
| a. Hampton Place Decorative Concrete Repair Project Report 2025.12.18 | 204 |

**Recommendation:**

*THAT the Board request that UBC*

- 1. Withdraw from the Neighbours Fund Infrastructure Reserve and pay to the UNA an amount equal to the UNA's expenditures to be incurred for the Hampton Place Decorative Concrete Project, an amount estimated to be approximately \$75,000, following the withdrawal and payments processes established in the Neighbours Agreement 2024;*
- 2. AND THAT, UBC be requested to withdraw from the Neighbours Fund Infrastructure Reserve and pay to the UNA an amount equal to the UNA's expenditures incurred for the Hampton Place East Roundabout Repaving Project an amount of \$82,897, following the withdrawal and payments process established in the Neighbours Agreement 2024.*

**H. NEW BUSINESS**



1. Letter on Behalf of Thames Court Strata Council

210

**Recommendation:**

*THAT the Board authorize the Chair to write a letter of response outlining the UNA's approach to tree management and community consultation about trees in Hampton Place.*

**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

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### **PRESENT:**

Eagle Glassheim  
Jake Wiebe  
Ronald Bourgeois  
Sandy Song  
Michael Kerns  
Evan Luo  
Yanbo (Paul) Li

### **UBC MEMBERS:**

David Kiloh  
Carole Jolly

### **AMS DESIGNATED STUDENT:**

Soloman Yi-Kiernan

### **STAFF:**

Paul Thorkelsson – Chief Administrative Officer  
Athena Koon – Finance Manager  
Glenda Ollero – Communications Manager  
Dave Gillis – Recreation Manager  
Wegland Sit – Operations Manager  
Lauren Thomson – Corporate Services Specialist

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### **A. CALL TO ORDER**

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

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

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

### **B. APPROVAL OF AGENDA**

**MOVED** by Chair

**SECONDED** by Director Wiebe

*THAT the Board approve the December 16, 2025, open session agenda, as circulated.*

**CARRIED**



### C. APPROVAL OF MINUTES

**MOVED** by Chair

**SECONDED** by Director Bourgeois

*THAT the Board approve the November 18, 2025, open session meeting minutes, as circulated.*

*THAT the meeting minutes be amended to clarify that Carole sent regrets but that a report was included.*

**CARRIED**

### D. DELEGATIONS

None.

### E. EXTERNAL REPORTS & PRESENTATIONS

1. UBC Campus and Community Planning Monthly Report.

Carole Jolly presented the report as contained in the session package. Questions and discussion around the reports as well as communications with UBC Properties Trust considerations were raised.

### F. REPORTS

1. December 2025 Management Report – Paul Thorkelsson, Chief Administrative Officer

The management team presented their respective reports as contained in the meeting package, followed by questions and comments from the Board. Some specifics around newspaper, recreation revenues, seasonal reports, sustainability, and school route safety issues were raised.

2. Neighbourhoods Fund and Audit Processing Report

The Chief Administrative Officer presented the report as contained in the meeting package. Questions and comments by the Board followed.

UBC Staff provided context on Neighbourhoods Fund process. This motion was originally New Business and was amended to this section.

**MOVED** by Director Wiebe

**SECONDED** by Director Bourgeois

*THAT the Board request UBC to provide for UNA participation during future annual audit reviews of the Neighbours Fund conducted by appointees of UBC.*

**CARRIED**



1. Hampton Place Decorative Concrete Repair Project Report

Discussion on the matter including suggestions that further consideration should be postponed pending Board policy discussion.

**MOVED** by Chair Glassheim

**SECONDED** by Director Bourgeois.

*THAT the Board defer this agenda item to January meeting.*

**Motion:**

*THAT the Board request that UBC(a) withdraw from the Neighbours Fund Contingency Reserve and pay to the UNA an amount equal to the UNA's expenditures to be incurred for the Hampton Place Decorative Concrete Repair Project, an amount estimated to be approximately \$75,000, following the withdrawal and payments processes established in the Neighbours Agreement 2024.*

**DEFERRED**

3. UNA Urban Forestry Operations Guidelines Report

The Chair relayed that this item will be deferred pending consultation with UBC on the report.

**Motion:**

*THAT the Board adopt the UNA Tree Management Operational Guidelines as presented, thereby fulfilling the mandate for the Tree Risk Management Protocol as outlined in Appendix A, Section 4.2 of the Neighbours Agreement 2024 (NA 2024)*

**DEFERRED**

4. 2026-27 Budget Report

The Finance Manager presented budget as contained in the package. Presentation was followed by questions and comments from the Board including discussion review from Finance and Audit Committee to address funding for upcoming projects.

**G. UNFINISHED BUSINESS**

None.

**H. NEW BUSINESS**

1. Neighbours Fund Audit Process – Director Wiebe

Noting that this item was presented and discussed at the outset of the meeting.



**I. ADJOURNMENT**

**MOVED** by Chair Glassheim

**SECONDED** by Director Luo

*THAT the Board adjourn into a closed session to discuss matters that are, or are 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 at 7:05pm*

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# Memorandum

To: UNA Board

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

Date: January 20, 2026

Subject: Monthly Update from Campus and Community Planning

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## Film & Events Notification

### February

- Monday, February 16<sup>th</sup>. **Family Day**. University closed
- Tuesday, February 16<sup>th</sup> to 20<sup>th</sup>. **Midterm Break**

### March

- Saturday, March 7<sup>th</sup> from 7am to 4pm. **UBC Triathlon** from Aquatic Centre to University Commons, University Blvd, East Mall, and SW Marine Drive. Road closures will be in effect from 4am to 4pm. For details, see <https://planning.ubc.ca/event/ubc-triathlon-duathlon-1>
- Sunday, March 22<sup>nd</sup> to Wednesday, March 25<sup>th</sup> from 8am to 5pm each day. **Storm the Wall** from Aquatic Centre, to University Commons, University Blvd. and Main Mall. For details, see <https://planning.ubc.ca/event/storm-wall-7>
- Saturday, March 28<sup>th</sup> from 11am to 4pm. **Holi** colour festival at B4 Parking Lot. Music, DJs on-site and colour powder used. Buildings not required to be open to the public should be secured. For details, see <https://planning.ubc.ca/event/utsav-holi-2026>

## Development Update

### Received and under Review:

**DP20005T - 5 Bio Archive Temporary Storage - Renewal:** A Development Permit Application was received for Temporary Storage/Staging Area - Former Bio Archive Centre Site - 4004 Wesbrook Mall

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**SLP25060 - Webber Lane Water Sampling Station:** A Street and Landscape Permit Application was received for the installation of new water sampling station to ensure water quality testing at Webber Lane & Birney Avenue

**SLP25061 - Ross Drive EV Charging Stations:** A Street and Landscape Permit Application was received for installation of EV charging stations at 3381 Ross Drive.

#### Issued Development Permits:

**DP25040 - Sandringham Tree Removal:** was issued for the removal of three (3) ash trees located at 5650 Hampton Place.

**DP25033 - UNA Works Yard:** was issued for a University Neighbourhoods Association (UNA) Works Yard on Imperial Trail at 6047 Nurseries Road.

## Community Update

### Hey kids, grab your grown-ups and get ready to take over UBC on February 15!

Make the most out of your Family Day weekend, with arts, culture, music and more at our annual Kids Take Over UBC festival! More than 20 UBC departments, faculties, campus attractions, and student organizations will entertain, inspire, and educate at this amazing, open-door arts and culture festival! More information on tickets and entertainment will be posted at [www.inspired.ubc.ca/kidstakeover](http://www.inspired.ubc.ca/kidstakeover) in mid-January!

### Inspiring Community Grants

Have a great idea for a community-building project that inspires social connection? Apply for an Inspiring Community Grant and you could receive up to \$500 to make it happen! Some great projects coordinated by UNA residents and funded through this grant program include a baby clothing swap, a multicultural fair, a run club and more! Visit the [UBC Inspired website](http://www.inspired.ubc.ca) to apply!



**Report Date:** January 7, 2026  
**Meeting Date:** January 20, 2026  
**From:** Paul Thorkelsson, Chief Administrative Officer  
**Subject:** January 2026 Management Report

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## **Background**

January 2026 Management Report is presented for information.

## **Decision Requested**

For information.

## **Discussion**

### **CHIEF ADMINISTRATIVE OFFICER**

Highlights of Major Activities:

#### **Board Relations**

- Attended the December 2025 Finance and Audit Committee meeting.
- Continued the weekly meeting schedule with the UNA Chair.
- Supported Board and Committee agenda and minutes processes.

#### **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.

#### **Finance**

- Supported the FY 2026/27 Annual Budget development process – revisions to FY 2026-27 Draft II Budget for Finance and Audit Committee
- Supported internal planning for FY 2026-27 Budget engagement process(es)

#### **Risk Management**

- Continued discussion with UBC and UBC C+CP on NA 2024 implementation and infrastructure repair funding.
- Review and report preparation to support board discussion on funding sources for Hampton infrastructure projects.

#### **Programs and Services**



- None.

### Human Resources

- None.

### Community Relations

- Responded to contacts and questions from community members as received.

## **COMMUNICATIONS**

### Highlights of Major Activities:

#### UNA Website

The Communications Team worked with the Finance Manager to launch the UNA Budget Consultation web page and prepare a new information package. The team also worked on the 25th Anniversary webpage including a short history of the organization and key achievements.

#### The Campus Resident

*The Campus Resident's* December issue was published in print and online on December 4, 2025. Mailbox delivery resumed successfully after last year's work disruption at Canada Post.

- The newspaper does not publish a January issue and will resume publishing with its first issue of 2026 on February 5.
- To read the latest issue, please visit [www.thecampusresident.ca](http://www.thecampusresident.ca).

#### Social Media

- December was a busy month with increased content output and ad spend for Winter 2026 seasonal registration, program promotions and the new UNA Dog Park.
- Instagram results include; 138k views, 26k reach, 407 interactions, 1,099 clicks, 1,305 visits, and 140 follows.

#### Other Updates

- Support for the Operations Team on the ticketing software - ZohoDesk.
- Support for the Recreation team with promotions of programs for the winter 2026 season.
- Continuing promotions for the UNA Card (Schedule F and F.1).
- Coordinating with UBC on events, roadworks, traffic updates and facility closures that affect resident of UNA areas.





## **RECREATION**

Highlights of Major Activities:

### **Recreation Manager**

December marked a steady conclusion to the Fall 2025 recreation season and preparation for Winter 2026 programming. Despite seasonal slowdowns due to the holidays, the Recreation Team successfully supported multiple community events, maintained facility operations, and prepared for increased winter program demand.

Reminder for UNA Board of Directors, the Fall 2025 Seasonal Comparison Report will be made available in February 2026.

Recruitment for the vacant Assistant Manager position will begin in January 2026.

### **Community Feedback and Service Request Response**

Zoho inquiries covered all UNA services, including program registration, refunds, memberships, card applications, parking, and rentals. The Recreation Team maintained a 24-hour response rate for all tickets.

In-person feedback primarily involved questions from interest groups, particularly senior members in activities such as Tai Chi, dance, and card play, regarding access to community spaces.

Method	Received	Resolved	Avg. Resolution Time	Notes
In-person at Front Desk	3	Initial feedback provided	Varied	Follow-up required at higher levels
Zoho (Online)	102 tickets (Recreation)	109 closed	24 hours	–
Comment Box	0	0	0	–



*(December 1–31, 2025)*

## **Customer Service and Facilities**

### **Front Desk Operations**

In December, the Front Desk Team continued to deliver essential services, including managing fall programs, processing winter program registrations, issuing parking permits, and providing general client support. Approximately 400 in-person registrations were processed during the month.

Additional front desk staff supported two key community events — the Winter Masquerade Dance Party at Wesbrook Community Centre (WCC) and the Winter Festival at Old Barn Community Centre (OBCC). The Recreation Team also resolved 109 Zoho tickets during December.

During the holiday period, 17 front desk employees worked across both centres. They oversaw sport drop-ins, monitored public space usage, and ensured smooth and safe facility operations throughout the break.

### **Recreation Facility Operations**

Initial cleaning and reorganization of storage rooms at both centres were completed before year-end. This effort improved efficiency, safety, and accessibility for staff and instructors, enabling quicker access to equipment and supplies.

## **Customer Service**

### **New Client Registrations**

New client registrations rose seasonally from November to December across all years. In 2025, registrations increased by approximately 24%, reflecting the impact of winter program registration requirements.

### **UNA Discounts Processed**

Over 280 UNA discounts were processed in December 2025 — the highest December total in recent years. This increase may be linked to targeted email reminders prompting renewal before expiration.

### **Parking Permits Issued**

Parking permit issuance patterns remained consistent month-to-month, with December 2025 marking the highest total on record, reflecting strong demand for community services.

### **Three Year November/December Comparison**

Year	November	December
2025	65	35
2024	50	34
2023	44	29

#### UNA Card and Registration –

Despite lowering new client numbers in 2025, discount enrollment and renewal activity increased to a three-year high. UBC/UTown discount enrollments have shown a steady decline over the same period.

#### Three Year Comparison

Category	Dec 2023	Dec 2024	Dec 2025
Unique New Clients	473	526	392
UNA Discount (Enroll/Renew)	286	227	288
UBC/UTown Discount Enrollment	41	38	28

#### 3 Year November/December New Clients Registered Comparison

Year	November	December
2025	317	392
2024	475	526
2023	417	473

#### 3 Year November/December UNA Discounts Processed

Year	November	December
2025	248	282

2024	244	222
2023	270	255

#### Staffing Summary – December 2025

With reduced staffing capacity due to seasonal vacations and family leave, both centres continued to deliver consistent, high-quality service.

- Total Hours Worked: 1,462.25
- Shifts Covered: 263 across both centres
- Holiday Operations: Open 10 a.m. – 5 p.m. on Christmas Day and Boxing Day

#### Health and Wellness – Fitness

##### Fitness Programming

- 49 fitness and yoga programs planned (Children: 1, Adults: 37, Older Adults: 11).
- 36 programs successfully ran (Children: 0, Adults: 29, Older Adults: 7).
- Total revenue: \$36,041 — comparable to Fall 2024.

##### Fitness Centre Maintenance

- Quarterly maintenance completed on December 8 at both Wesbrook and Old Barn Fitness Centres.
- Leather upholstery servicing completed for all benches at Wesbrook.
- Maintenance cycle for 2025 is complete; facilities are well-prepared for increased winter usage.

##### Staffing Update

- Personal Trainer Faolan Dunphy to be offboarded in January. Recruitment for contracted trainers is planned to meet rising demand.

#### Recreational Programming – Arts, Culture, Sports, Education

##### Recreation Programming

- Total Fall 2025 Programs: 359
- Total Revenue: \$290,473.59
  - Physical Activity & Fitness: \$133,727.56
  - Arts: \$73,974.86
  - Private Music: \$31,067.07
  - Education: \$28,729.10
  - Sports Drop-In: \$14,218.10
  - Pro-D Day Camps: \$2,641.20



#### Community Feedback

- 60 total survey responses (36 Adults, 24 Children/Youth).
- Pickleball received the strongest response (24 surveys).

#### Winter 2026 Registration

- Opened December 15, 2025.
- As of December 16 (noon): 1,444 registrations (1,203 online, 241 in-person/phone).
- Revenue: \$145,939.
- High pickleball demand resulted in limited availability and minor registration complaints.

### **Community Engagement**

#### Volunteer Program

#### December Events

- Family Movie Night (Dec 6): 41 attendees.
- Crafts & Cocoa Pop-up (Dec 16): ~15 participants.
- Emergency Pop-Up Event (Dec 17): Following local power outages, over 20 children and parents attended craft activities.
- Reorganization of Parent & Tot program storage improved safety and usability for 2026.

### **Connected Communities**

#### December Events

- Family Movie Night (Dec 6): 41 attendees.
- Crafts & Cocoa Pop-up (Dec 16): ~15 participants.
- Emergency Pop-Up Event (Dec 17): Following local power outages, over 20 children and parents attended craft activities.
- Reorganization of Parent & Tot program storage improved safety and usability for 2026.

### **Youth Programming**

Participants shared positive feedback on community connection and creativity through programs like Creative Art Studio and Youth Open Studios, emphasizing collaboration and belonging.

#### Pre-Teen Leadership



- Final session held December 8.
  - 100% of participants expressed interest in returning next term.
  - Strong engagement in volunteering during Halloween and Holiday Pop-up Events.
- Youth Leadership
- Hosted “Chill ‘n Cheer” Winter Event on December 12 at WCC (4–6 PM).
  - Activities included gingerbread house making, crafts, snacks, and a movie night.

## Actively Aging & Seniors Programs

### Winter Break Activities

- Continued Mahjong Drop-in (12–15 participants) and Walk & Talk Club (8–15 participants) until Dec 29.
- Participant feedback included requests for additional pickleball drop-ins during breaks.

### Community Engagement

- Seniors Choir: 14 participants performed at Winter Festival (Dec 13) and Soups & Social (Dec 10).
- Santa appearance by a long-time volunteer was well received and strengthened community ties.

## Facility Bookings and Rentals

### Metrics Summary

- Total Revenue (December):
  - Room Bookings (WCC + OBCC): \$995.40
  - Field Bookings (OTR): \$486.68
  - Birthday Parties (Advance Payment, Jan–Feb): \$1,648.50
  - Field Bookings (Advance Payment, Jan–May): \$9,127.65

### Booking Breakdown

- Wesbrook: 3 room bookings (Public only), 2 birthday parties booked for Dec, 2 for Jan–Feb.
- Old Barn: 1 resident booking (7 sessions), 2 birthday parties booked for Jan–Feb.
- Fields: Long-term renters (LTR) include Shipwreck Ultimate, TIOF FC, UBC Snippers, UBC Metropolitan FC, and Soccer Movement FC.

### Key Achievements

- Two birthday parties hosted at WCC in December.
- January bookings near full capacity (one spot remaining).
- Room bookings increased 8% from October to November and 32% compared to December 2024.



### Challenges

- Seasonal decline in requests during Christmas break - 29% drop in bookings compared to November; offset by year-over-year growth.
- Peak period demand limiting available slots.

### Special Events

#### Night Shift: Comedy Night – November 15

- Attendance: 30 participants, 5 performers.

#### Winter Festival – December 13

- Highlights included UNA Seniors Choir, UBC Jazz Club, children's crafts, and community Santa photos.
- Raised \$201.52 for the Greater Vancouver Food Bank.
- Successful use of new décor assets for future seasonal events.

#### Winter Masquerade – December 19

- Attendance: approximately 100–150 participants.
- Featured live performances and dancing, with strong community engagement.

## **OPERATIONS + SUSTAINABILITY**

### Highlights of Major Activities:

#### **Operations**

##### UNA Municipal Ticketing System (3-1-1)

Status Update: To ensure full system stability and provide adequate time to resolve outstanding licensing requirements, the live demonstration originally scheduled for January has been moved to the February Board Meeting. Postponing the demo ensures that the Board receives a comprehensive look at a fully "production-ready" environment.

##### Ross Drive BC Hydro Fast Charging Station (EV Infrastructure)

Following the high utilization of the Webber Lane station (est. 2018, expanded 2020), a long awaited new fast-charging hub is being established at Ross Drive North next to the outdoor beach volleyball courts. This site will significantly increase community capacity by supporting six vehicles charging simultaneously.



BC Hydro is responsible for 100% of expenses, including design, permitting, site improvements, equipment installation and the future operating expenses of the charging stations.

Sidewalk Letdown & Parking Enhancement (Wesbrook Mall & Binning Ave)  
Working in coordination with UBC Campus & Community Planning & UBCPT, this project is currently in the design phase. The realignment of the sidewalk letdown with the new parking layby includes the introduction of a sidewalk bulb-out.

This design increases the buffer between parked vehicles and the intersection corner, improving sightlines for traffic—particularly for vehicles making a left turn from Binning Ave onto Wesbrook Mall.

## BCR 7 Development: Lot and Impact Management

## Boulevard Tree Relocation & Preservation

As part of the development permit approval for BCR 7, 11 boulevard trees were removed from Westbrook Mall and moved to temporary storage at BCR 2. The project plan requires some of these trees to be replanted in their original locations upon construction completion.

The UNA Operations team has documented physical damage to Tree #11 sustained during the relocation process. Furthermore, the arborist flagged that the current temporary storage site is unsuitable for long-term tree health.





These incidents have raised concerns regarding the long-term viability of relocated trees and potential risk for UNA-managed assets.

The UNA Operations team is now working in close coordination with UBC Campus Planning, UBCPT, and arborists from DHC to resolve the immediate storage issue and establish a rigorous protocol for managing the relocation, storage and any future UNA managed street tree relocation requests.

#### Lot 26 Development: Site Compliance & Impact Management

##### Unauthorized Road Closures

The Operations Department identified a recent unauthorized closure of Ross Drive by the Lot 26 development team that occurred outside of their approved permit schedule.

We are working in collaboration with UBC Campus Planning and the Compliance Office to reinforce the necessity of adherence to scheduled hours. The UNA has reiterated that any future requests for road or sidewalk closures must be submitted with sufficient notice to allow for proper community notification and traffic management planning.

##### Construction Activity & Noise Compliance

The UNA received multiple resident complaints regarding unauthorized construction parking and activities occurring on a Sunday, which is outside of permitted construction hours. The UBC Compliance Office was immediately notified to investigate. Following a review of the incident, a written warning has been issued by the Compliance Office to the Lot 26 development team. The Operations Department will continue to monitor the site closely to ensure ongoing compliance with neighborhood noise bylaws and parking requirements.

##### Upcoming and Expected Road-Related Activity:

Rissling is expected to install a water sampling station on Webber Lane near Birney Ave on Thursday, January 8. This may require localized traffic management and could lead to short-term impacts on roads or sidewalks in that area.

The upcoming handover of the Wordsworth apartments, starting on January 16th by Polygon, will likely generate increased move-in activity, the presence of service vehicles, and short-term parking and circulation pressures around the building as occupancy ramps up.

## **Sustainability**

### Community Gardens

Community garden plot renewals have been ongoing since notices were first sent in November. All renewal submissions have now been accounted for, and we are beginning redistributing open garden plots and sending offers to those on the waitlist. To date, there



are 40 garden plots being redistributed. 11 of those are automatic forfeited plots from gardeners that never submitted a garden plot renewal form or did not reach out to renew their plot, and the remaining plots were from gardeners that provided notice that they will not be gardening again in the following season. As a result, the renewal rate for the 2026-2027 season is 82.6%.

In late December Staff reviewed garden plots to monitor the gardening and noticed that most garden plots were left in poor condition and not properly cleared up for the Winter. As a result, increased communication and a revised strategy to remind gardeners of the Community Garden Agreement and keep their responsibility for maintaining their plots will be an added initiative for 2026.

#### Bike Kitchen Partnerships

The UNA has met with the new Bike Kitchen Programs Manager to establish our ongoing relationship with the organization and brainstorm possible event collaborations for 2026.

#### Green Depot

The Green Depot set up a holiday table leading up to the winter break with holiday specific items on display. All the items were donated and were in suitable condition to be reused and have an extended life in the community, this included Old Barn's Christmas tree.

The Green Depot experienced some dumping over the winter break closure, despite increased communications regarding anti-dumping. A priority in 2026 will be to continue focus on anti-dumping communication and initiatives due to the negative impact on the facility and Green Depot staff.

## Green Depot December 2025

4,325.6<sub>kg</sub>  
Total Collected

939  
Visitors

2,291.6<sub>kg</sub>  
Total Diversion

1,915.6<sub>kg</sub>  
Total Circulation

### Diversion — Streams Breakdown

Clothing & textiles	45.3%
Household electronics	23.3%
Computer electronics	16.8%
Flexible plastics	4%
Soft plastics	1.9%
Batteries	2.5%
Light bulbs	2.3%
Styrofoam	0.6%
Metal	2.8%
Ink Cartridges	0.2%
Writing instruments	0.1%
Smoke and carbon monoxide alarm	0.1%

Note: 0% means the amount collected is negligible compared to the total.

### Donations — Streams Breakdown

Free Table Items	42.8%
Books, videos and music	19.6%
Free Table Clothing	36.5%
Reusable bags	1.1%

118.4<sub>kg</sub>

Incorrect / Non-diverted

### Landfill — Streams Breakdown

Garbage	57.2%
Paper and Cardboard	33.1%
Compost	2.9%
Containers	5.8%
Dirty Plastic (non-divertible)	1%

53%

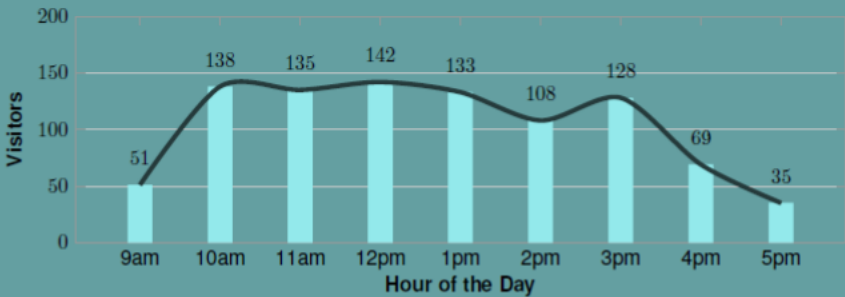
Diversion Rate

44.3%

Donation Rate

2.7%

Landfill Rate



## November FY25 vs. November FY24

### November 2024

3,217.6<sub>kg</sub>      799.0      186.5  
Total Collection      Visitors      Operational Hours

### November 2025

4,524.7<sub>kg</sub>      1,105.0      187.0  
Total Collection      Visitors      Operational Hours

40.6%      38.3%      0.3%  
Collection Growth Rate      Visitors Growth Rate      Operational Hours Growth Rate

## November Under Review

### November FY24

Diversion      56.5%  
Donations / Circulation      42.8%  
Incorrect Waste      0.7%  
Dumping Collected      1.7%

### November FY25

Diversion      50.3%  
Donations / Circulation      47.7%  
Incorrect Waste      2%  
Dumping Collected      6.9%

25.2%      56.9%      277.3%      473.1%  
Diversion Growth Rate      Circular Growth Rate      Incorrect Growth Rate      Dumping Growth Rate

## Operational Efficiency

### November 2024

Total Collected / h      17.3 kg/h  
Diversion / h      9.7 kg/h  
Donations / h      7.4 kg/h  
Incorrect Waste / h      0.1 kg/h  
Dumping / h      0.3 kg/h  
4 users/h

### November 2025

Total Collected / h      24.2 kg/h  
Diversion / h      12.2 kg/h  
Donations / h      11.5 kg/h  
Incorrect Waste / h      0.5 kg/h  
Dumping / h      1.7 kg/h  
6 users/h

40.2 %      50.0 %  
Total Collected / h Growth Rate      Users / h Growth Rate



## **FINANCE**

Highlights of Major Activities:

### ***Draft II FY2026/27 UNA Annual Budget***

There have been updates over the past month that have impacted the projected levy amount; therefore, a second draft of the FY2026/27 UNA Annual Budget has been prepared. This second draft was presented to the Finance & Audit Committee in January. Subject to Board approval to release the draft for public consultation, the proposed budget will be shared through the UNA's various communication channels to invite public input and feedback.

A new process introduced this year includes hosting an open house at the end of January, which will provide members of the public with an opportunity to ask questions.

### ***Budget Public Consultation – Preparation***

Continue to work with the Communications team to prepare for the public consultation. The webpage has been updated and will be ready to go live following the Board meeting in January. Planning for the open house in late January is also underway, during which Board directors and management will be available to respond to questions from the public.

### ***Quarterly invoice to UBC***

The final quarterly invoice to UBC has been prepared and is due at the beginning of the fourth quarter. Unlike the other three quarters, this invoice is adjusted to reflect actual figures rather than projected amounts. For FY2025/26, the total billable amount is \$6.1 million, with a total of \$6.4 million including GST.

### **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 dark ink, appearing to read 'Paul Thorkelsson', is written over a horizontal line.

Paul Thorkelsson  
Chief Administrative Officer



**Report Date:** January, 7 , 2026  
**Meeting Date:** January 20, 2026  
**From:** Paul Thorkelsson, Chief Administrative Officer  
**Subject:** 2026 UNA Board Meeting Schedule

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### **Background**

The 2026 UNA Revised Board Meeting Schedule is attached for information.

### **Decision Requested**

For information.

### **Discussion**

The UNA Bylaws require that the Board meet at least 6 times each calendar year. The Board Rules of Procedure note that the Chair must determine the dates, times, and location of the regular Board meetings. It also notes that the Chief Administrative Officer, or their delegate, must prepare, in consultation with the Chair, a schedule of the dates, time, and locations of the regular Board meetings for the year and must post the schedule of regular Board meetings on the UNA's website.

The attached schedule includes one scheduled meeting per month, for every month except August. The meetings will take place on the third Tuesday of January, February and December and the fourth Tuesday of the month March-November, starting at 5:30 pm.

Meetings will typically take place in the Social Room at the Wesbrook Community Centre; however, the schedule notes that at the discretion of the Chair, the meeting format may change to be a partially electronic or fully electronic meeting, in which case the meeting notice will provide information regarding the communications medium.

### **Financial Implications**

None.

### **Operational Implications**

None.



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

**Strategic Objective**

Creating Connection

**Attachments**

1. 2026 UNA Revised Board Meeting Schedule

**Concurrence**

None.

Respectfully submitted,

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Paul Thorkelsson  
Chief Administrative Officer





## 2026 Regular Meetings of the UNA Board of Directors - REVISED

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January 20, 2026  
Tuesday

February 17, 2026  
Tuesday

March 24, 2026  
Tuesday

April 28, 2026  
Tuesday

May 26, 2026  
Tuesday

June 23, 2026  
Tuesday

July 28, 2026  
Tuesday – Tentative – As Needed

August 2026  
No meeting

September 22, 2026  
Tuesday

October 27, 2026  
Tuesday

November 24, 2026  
Tuesday

December 15, 2026  
Tuesday

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Meetings will be held at 5:30 p.m. in-person at the Wesbrook Community Centre.  
At the discretion of the Chair, the meeting format may change to be a partially electronic  
or fully electronic meeting, in which case the meeting notice will provide  
information regarding the communications medium.



**Report Date:** January 7, 2026  
**Meeting Date:** January 20, 2026  
**From:** Athena Koon, Finance Manager  
**Subject:** FY2026/27 UNA Annual Budget Report – Draft II

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## Background

Based on feedback received on the first draft and latest updates to factors impacting the UNA, a second draft of the FY2026/27 UNA budget has been prepared. The first draft of the budget was presented to the Board in December 2025.

This report details the second draft of the budget, a recommendation to forward this draft for public consultation, as well as a public consultation strategy. As most of the details of the budget were presented in the first draft budget report, this report focuses on the changes made in preparing the second draft budget.

## Decision Requested

*THAT the Board approve the publication of the second draft of the FY2026/27 budgets for public consultation.*

## Discussion

### Draft II FY2026/27 Budget Key Highlights and Changes

- Revenue from the Neighbours Levy (NL) is estimated to increase compared to the first draft. The latest projection is \$11.5M instead of \$11M, an increase of \$0.5M. The increase is a result of the following factors:
  - City of Vancouver Council has endorsed a 0% tax rate increase for the 2026 Budget. This assumption was already incorporated into the initial draft, based on ongoing monitoring of City of Vancouver communications throughout the year. While this decision is expected to remain unchanged, the actual tax rate (mill rate) is currently projected to increase. This projection is based on the best available information at this time, as final tax rates are not published or updated until May.
  - The latest housing prices and inflationary data have been released, resulting in an upward impact on the projected Services Levy. This change is primarily driven by an increase in prices in the rural market, as noted in British Columbia Real Estate Association (BCREA) Q4 Housing Forecast Update for Rural Regions, while the Vancouver housing market experienced notable price declines, according to BCREA and Greater

Vancouver Realtors housing price inflation and forecast reports released for Q3 and Q4.

- Based on these factors, we estimate that the Vancouver tax rate will increase due to lower assessed property values, while the rural tax rate will decrease—or remain stable—reflecting higher property values. As the Services Levy rate represents the difference between the Vancouver and rural tax rates, this adjustment results in an increased projected Services Levy rate and, consequently, a higher overall Levy.
- The NL revenue available to the UNA is now projected to be \$6.5M, an increase of \$494K compared to the first draft.
- An additional adjustment was made to the revenue line, specifically recreation programming revenue, which may be slightly impacted due to the added capital project for resurfacing the gymnasium floor.
- New projects and the latest available information included in the second draft have impacted expenditures as follows:

Name	Amount	Comment
<b>Vancouver Public Library (VPL)</b>	<b>\$20,800</b>	Adjusted based to projected number provided by VPL
<b>Social Media Specialist (Part Time to Full Time)</b>	<b>\$40,323</b>	Part time position changing to full time
<b>HR Coordinator</b>	<b>\$100,000</b>	As the organization grows, an HR position should be created to manage various HR business
<b>Sustainability Audit/Benchmarking</b>	<b>\$60,000</b>	Benchmarking marking UNA operations (facilities, public realm)
<b>Board Projects</b>	<b>\$190,000</b>	Money set aside available for projects per the Board directions
<b>Newspaper website development</b>	<b>\$5,000</b>	Upgrade The Campus Resident (TCR) website
<b>Promo Materials</b>	<b>\$1,000</b>	New promo material to hand out at events such as neighbours day and build TCR profile (e.g. Magnets for refrigerators, branded notebooks)

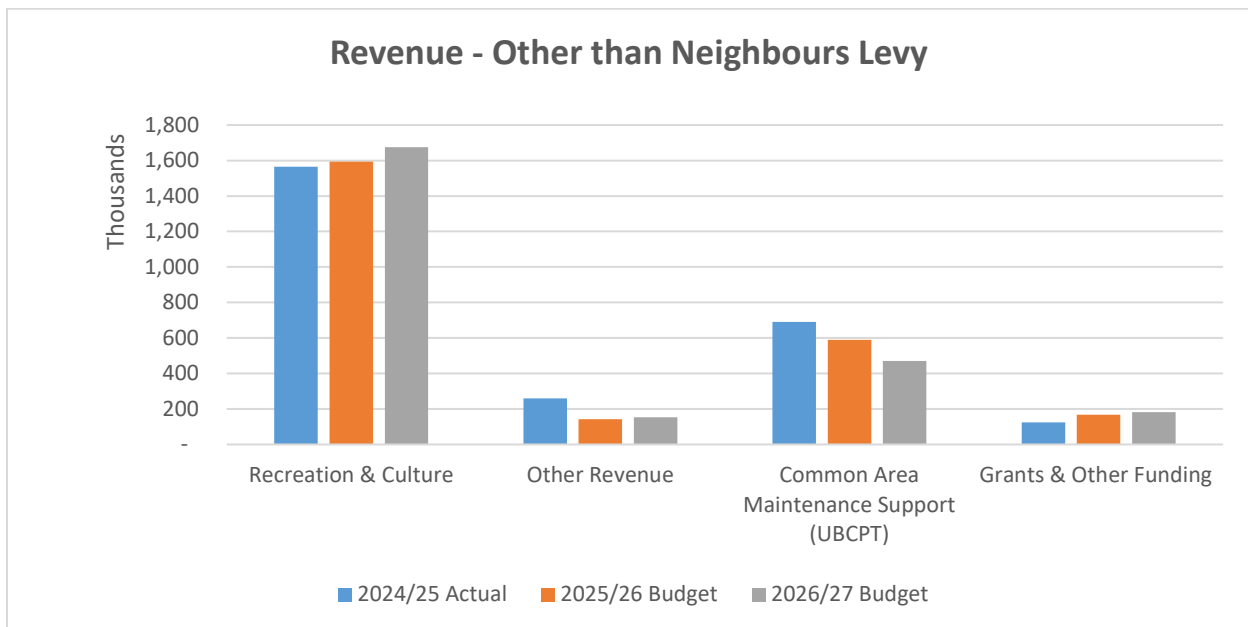
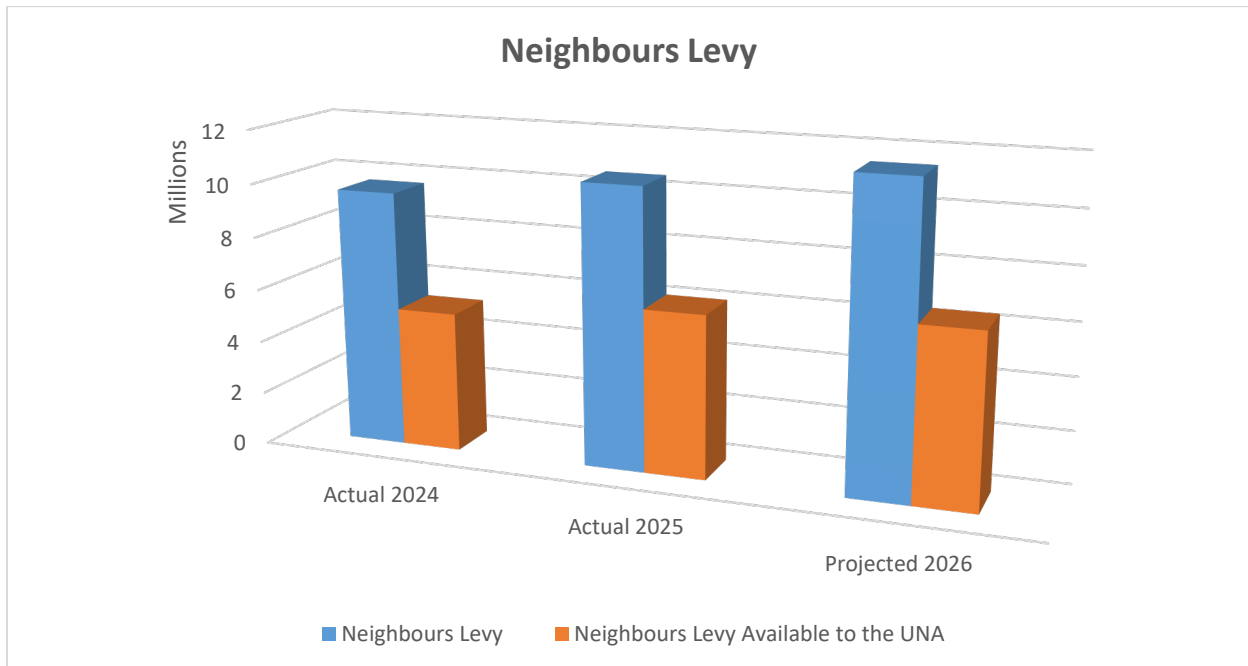
<b>UNA 25th Anniversary Mini Documentary</b>	<b>\$15,000</b>	An educational mini documentary (15 minutes) on the history of the UNA neighbourhoods, including perspectives from major partners (UBC, COV, UEL, Musqueam Nations, etc.) and local community members. Celebrating 25 years.
<b>Signature Artist - Canada Day</b>	<b>\$5,000</b>	Having a headline act for a Canada celebration community event dramatically enhances attendance, excitement, and overall event impact by creating a major draw for the local community and visitors alike.
<b>General Maintenance Projects</b>	<b>\$50,000</b>	Special maintenance projects assigned for the year
<b>Project Total</b>	<b>\$487,123</b>	

- There are three capital projects added for the second draft in total of \$69K. Details are as follow:
  - Leasehold Improvement:
    - Gymnasium Floor Resurfacing \$50K
  - Furniture, Fixture & Equipment:
    - New Chairs for Old Barn Community Center (OBCC) \$10.5K
    - New Tables/Desks in Lounge and Teen Centre \$8.5K
- In summary, the total operating budget for 2026/27 has increased by \$487K, and the total capital budget has increased by \$69K compared to the first draft.

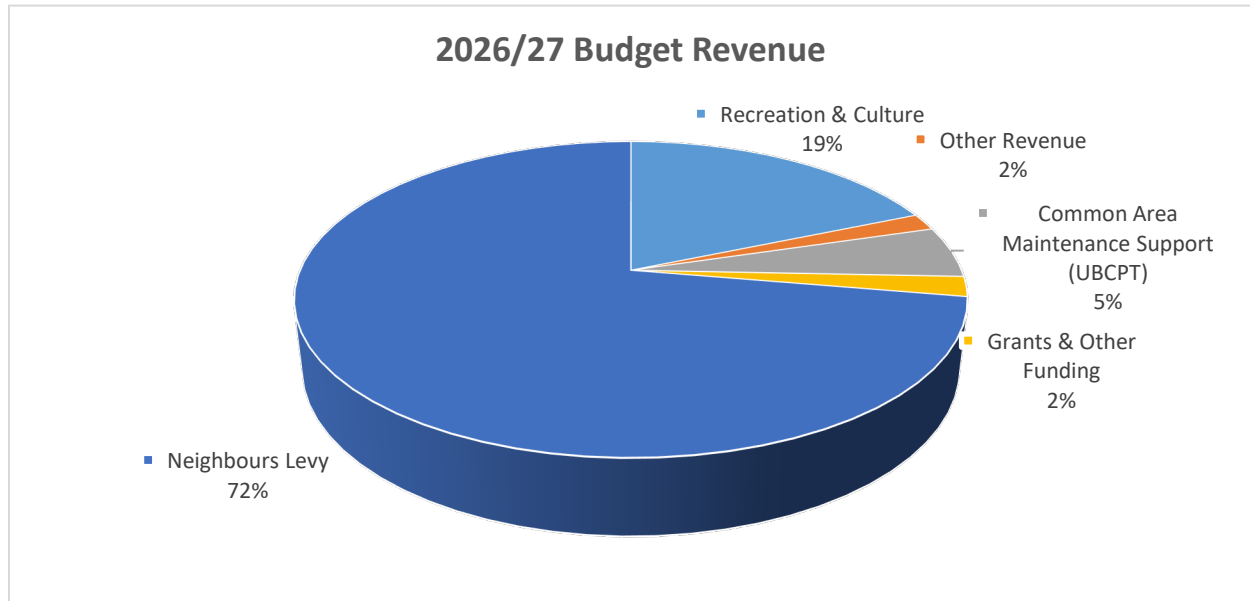
## Operating Budget

### Revenue:

- NL will increase by \$0.9M compared to 2025 (from \$10.5M in 2025 to \$11.4M in 2026). This is primarily due to the tax rate difference between the rural and city rates and the latest assessment projections. After contributions to reserves and UBC withdrawals, the NL funds available to the UNA are estimated to be \$6.5M, which is \$356K (+5.8%) higher than the actual amount for 2025.

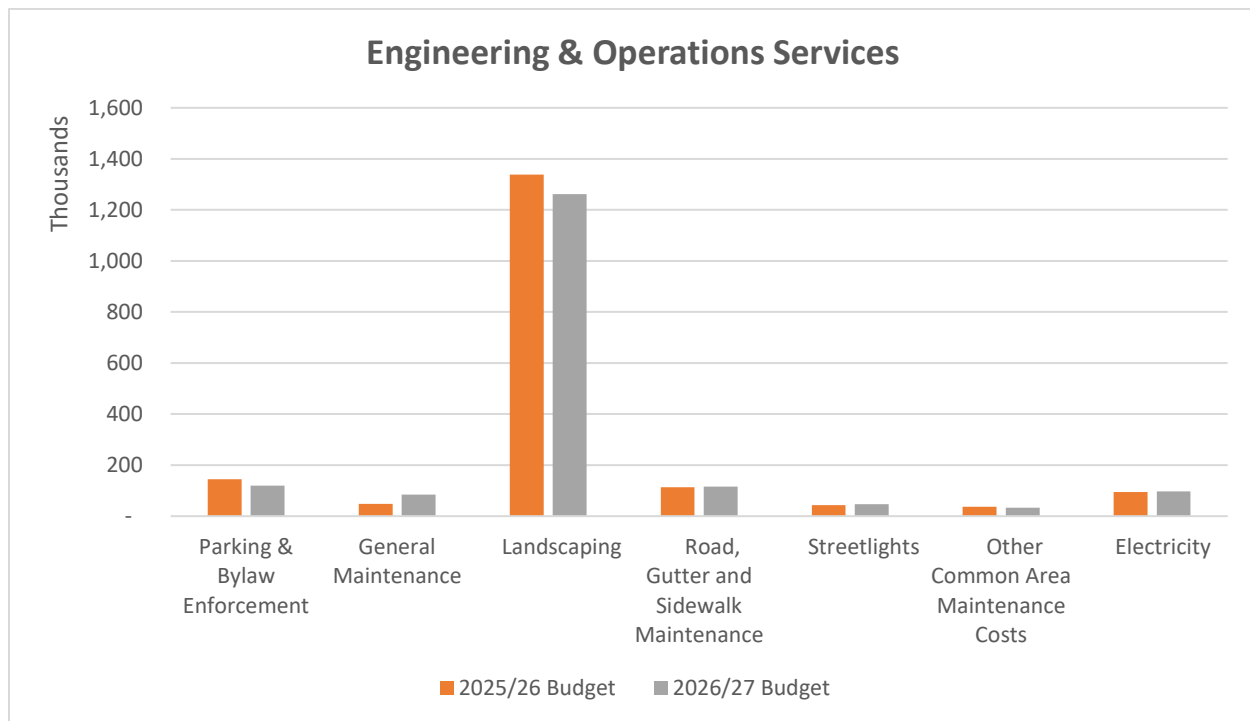


The UNA's budgeted for FY2026/27 is \$8,965,374, an overall increase of 6%, compared to the FY2025/2026 budget.

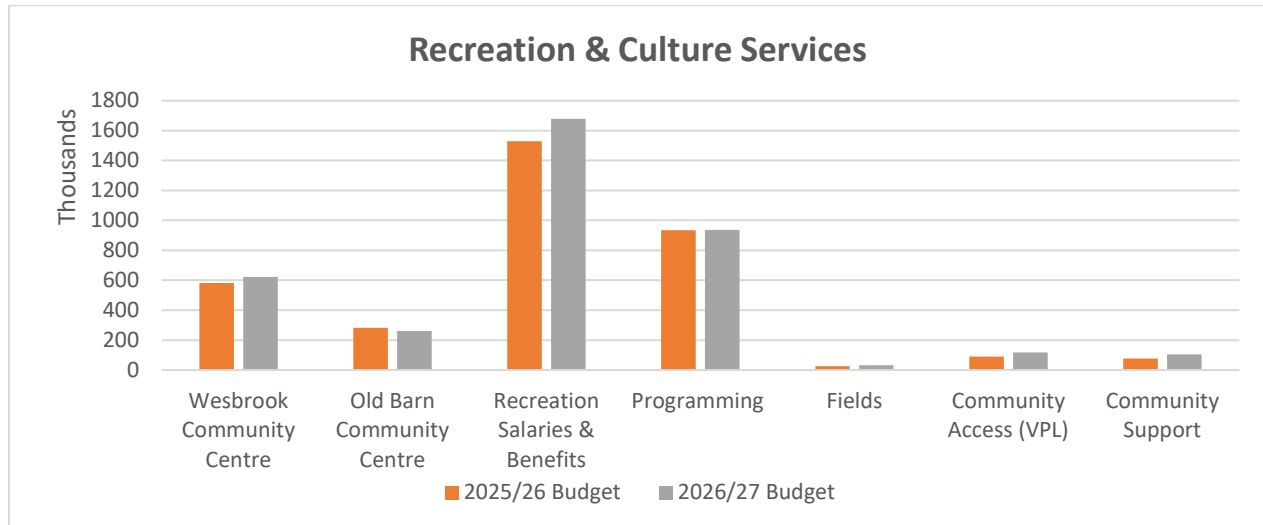


Expenditures:

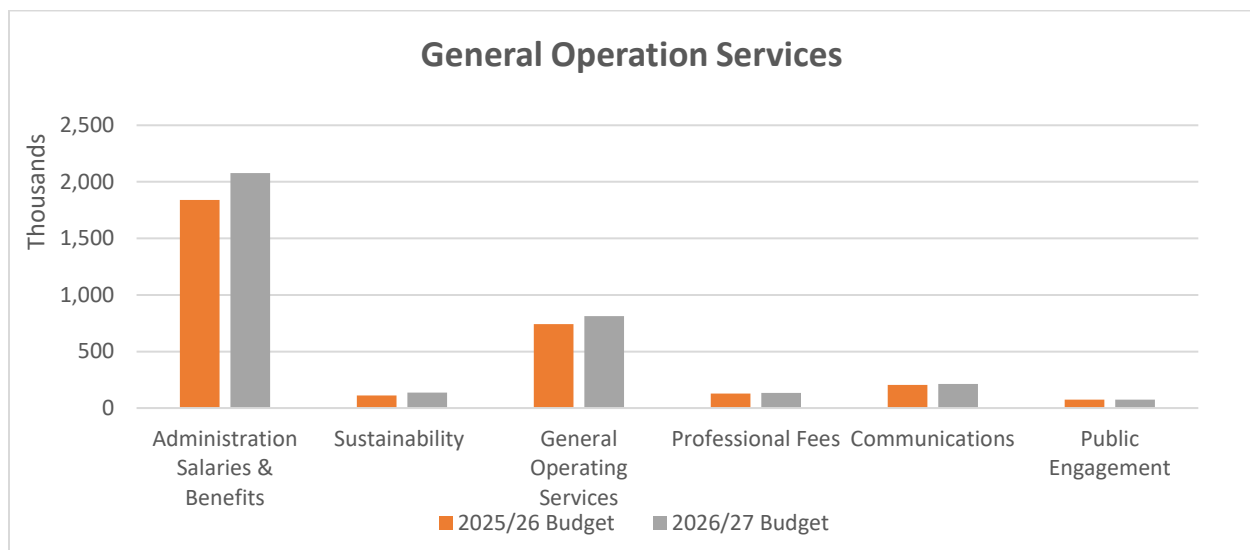
- Engineering & Operations Services:** Increase of \$50K from the first draft, due to the addition of some general maintenance projects. Expenses are \$1.7M, a reduction of 3% from FY2025/26.



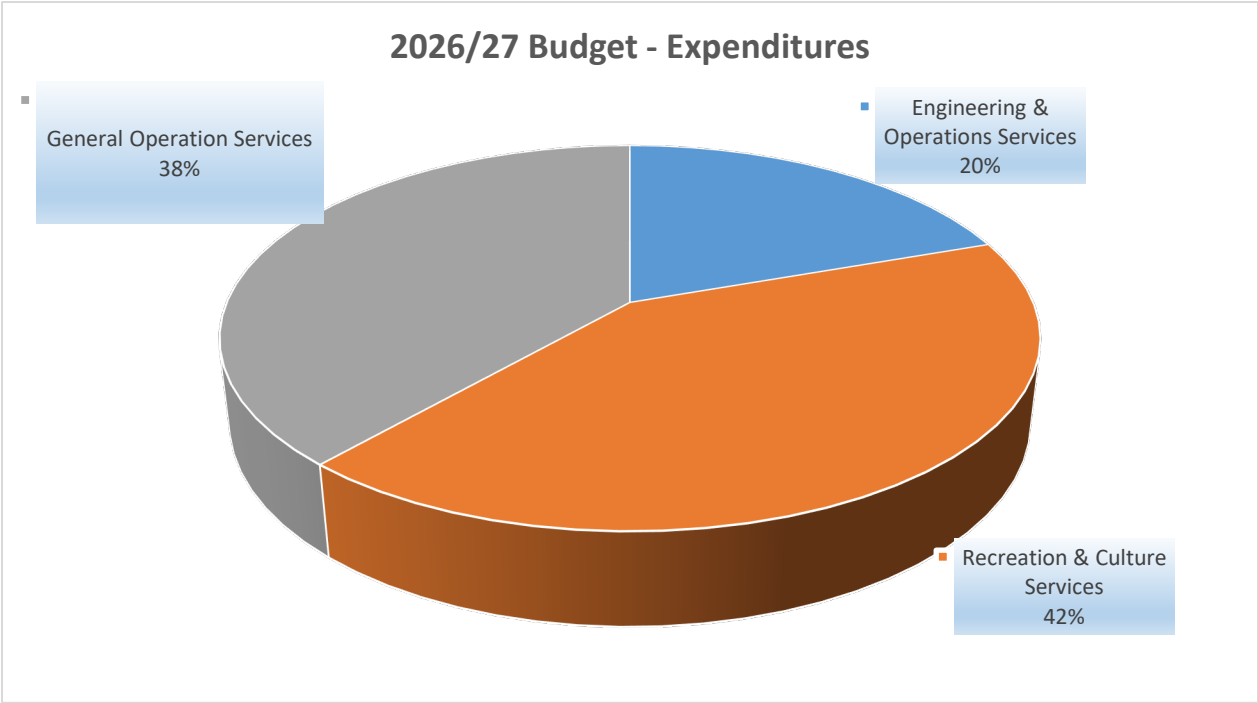
- **Recreation & Culture Services:** Increase of a total of \$25.8K compared to the first draft. The changes are mainly due to some projects being added back from the unsuccessful list from the first draft. This includes an extra \$5K for signature event and Vancouver Public Library's latest forecasts for the annual access fees.
- Overall expenses will be \$3.7M (+7%) compared to the FY2025/26 budget of \$3.5M.



- **General Operation Services:** There is an increase of \$411K compared to the first draft. This increase is due to adding one full time HR staff and moving a part-time social media staff to full-time (approx. \$150K). Another major increase is money set aside (\$190K) for any Board-driven Projects under discussion. Sustainability audit is also budgeted for \$60K along with some other communication promotional material.



Total budgeted expenditures for FY2026/27 are \$8,965,374, an overall increase of 6% compared to the FY2025/26 budget.



**Capital Budget**

The Capital budget for FY 2026/27 total is \$365,400. There are some changes in the second draft, with funding from the UNA Capital Reserve.

**Capital Projects for FY2026/27**

Leasehold Improvement	\$ 50,000
Furniture, Fixtures & Equipment	\$ 80,800
Computer Software & Hardware	\$ 47,600
Website	\$ 8,500
Multimedia Equipment	\$ 3,500
Parks & Roadway Enhancement	\$175,000
	<hr/>
	\$365,400

**Transfers from Capital Reserve:**





Capital Reserve

\$365,400

\$365,400

Balance

\$0

The following table lists the proposed capital projects for the FY2026/27 and how each project will be funded.

Capital Projects	Total	Details	Amount	Funding
Leasehold Improvements	\$50,000	Gymnasium Floor Resurfacing (New)	\$50,000	Capital Reserve
Furniture, Fixtures & Equipment	\$80,800	Shelving Upgrade	\$31,500	Capital Reserve
		Event Equipment	\$12,500	Capital Reserve
		UNA Branded Tents	\$10,000	Capital Reserve
		Metal Picnic Tables	\$5,500	Capital Reserve
		Jobsite Box	\$2,300	Capital Reserve
		OBCC Chairs (New)	\$10,500	Capital Reserve
		Tables/Desks in Lounge and Teen Centre (New)	\$8,500	Capital Reserve
Computer Software & Hardware	\$47,600	CCTV Upgrade	\$20,000	Capital Reserve
		Teams Panel for Boardrooms	\$17,600	Capital Reserve
		IT equipment	\$10,000	Capital Reserve
Website	\$8,500	Calendar and Stacks Improvement	\$8,500	Capital Reserve
Multi-Media Equipment	\$3,500	Video Production Equipment	\$3,500	Capital Reserve
Parks & Roadway Enhancement	\$175,000	Pathway Lighting Upgrades	\$150,000	Capital Reserve
		Shading structure in 1 park	\$25,000	Capital Reserve
\$365,400		\$365,400		

### **Next Step and Public Consultation:**

Assuming the Board approves the second draft budget for public consultation, public consultation is expected to start at the earliest on January 23<sup>rd</sup> and continue for a minimum of two weeks. As part of that consultation, staff will be:

- Sending out notifications via the newsletter.
- Creating a live web page section for the FY2026/27 budget on the UNA website.
- Creating a budget package that the public can download and review.
- Outlining the timeline of the budget development to be transparent regarding the process.
- Creating a specific section to allow residents to provide feedback.

The public consultation information package will contain the following information:

- UNA Strategic Plan
- Budget Development Process
- Highlights and Significant Changes
- Draft FY2026/27 Operating Budget
- Draft FY2026/27 Capital Budget

Regarding the feedback section, there will be a link available for the public to provide any feedback or questions they may have. Once all the information is gathered, a report will be prepared for the Finance and Audit Committee and the Board to review all the public feedback received.

For this year, an open house is also scheduled on January 29<sup>th</sup> at the Wesbrook Community Center. The management team of the UNA will be available on the date to answer questions from the public.

After a review of the public feedback and the Board's approval, the final draft of the budget will be submitted to UBC for final approval, concluding the FY2026/27 budget process.

### **Financial Implications**

None.

### **Operational Implications**

None.

### Strategic Objective

Governance; Environmental Sustainability; Creating Connection; Organizational Capacity

### Attachments

1. Draft II 2026 Projected Neighbours Levy
2. Draft I and Draft II Comparison Projected Neighbours Levy
3. Draft II 2026-27 UNA Operating Budget – Summary
4. Draft II 2026-27 UNA Operating Budget – Detailed
5. Draft II 2026-27 UNA Capital Budget – Summary
6. Draft II 2026-27 UNA Capital Budget – Detailed

### Concurrence

1. Dave Gillis, Recreation Manager
2. Glenda Ollero, Communications Manager
3. Wegland Sit, Operations Manager

Respectfully submitted,

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

Athena Koon  
Finance Manager

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

Paul Thorkelsson  
Chief Administrative Officer

**UBC Neighbours Fund**  
**Projected Amount of Neighbours Levy**  
**Available to the UNA - Draft II**

	<b>Actual 2025</b>	<b>Projected 2026</b>
<b>Neighbours Levy (Services Levy and GMSL)</b>	<b>10,547,310</b>	<b>11,480,000</b>
<b>Contributions to Reserves</b>		
Infrastructure and Capital Reserve <sup>1</sup>	-411,345	-459,200
Stabilization Reserve	-105,473	-114,800
Community Field Replacement Reserve <sup>2</sup>	-55,000	-70,000
<b>Total Contributions to Reserves</b>	<b>-571,818</b>	<b>-644,000</b>
<b>UBC Withdrawals</b>		
Administration Fee <sup>3</sup>	-87,000	-87,000
Urban Forest Cost <sup>4</sup>	-40,000	-40,000
Stormwater Sewers	-760,000	-889,695
Fire Service Charge	-2,108,524	-2,388,063
Recreation and Cultural Facilities Charges <sup>5</sup>	-750,039	-839,321
<b>Total UBC Withdrawals</b>	<b>-3,745,563</b>	<b>-4,244,079</b>
<b>Net Amount of Neighbours Levy</b>	<b>6,229,928</b>	<b>6,591,921</b>
<b>GST (Net of UBC GST Credit)</b>	<b>-102,130</b>	<b>-108,064</b>
<b>Amount Available to the UNA <sup>6</sup></b>	<b>\$ 6,127,798</b>	<b>\$ 6,483,857</b>

**Notes:**

1. Under the 2024 Neighbors Agreement (NA2024), the Infrastructure Replacement Reserve and the Capital Reserve have been combined. The reserve rate for 2025 is set at 3.9% and will increase to 4% in 2026. It will continue to rise by 0.1% annually, reaching 4.2% by 2029.
2. The contributions for 2025 had an adjustment of \$15K but should be \$70K for 2026 to 2033.
3. UBC's fees and expenses cover all administrative duties, including the costs of the annual audit.
4. The Urban Forest cost has been budgeted based on forecasted figures; additional details are provided in NA2024
5. Recreation and Cultural Facilities Charges Projected 2025 amount is calculated based on population of 17,256 times per capita rate of \$50.37 (last year's per capita rate of \$49.29 plus 2% inflation assumption). Community Access is set at 41K plus 2% inflation.
6. The amount available to the UNA is for its fiscal year beginning in the calendar year.

**UBC Neighbours Fund**  
**Projected Amount of Neighbours Levy**  
**Draft I & Draft II Comparison**

	<b>Projected 2026 DRAFT I</b>	<b>Projected 2026 Draft II</b>	<b>Changes</b>
<b>Neighbours Levy (Services Levy and GMSL)</b>	<b>10,950,000</b>	<b>11,480,000</b>	<b>530,000</b>
<b>Contributions to Reserves</b>			
Infrastructure and Capital Reserve	-438,000	-459,200	-21,200
Stabilization Reserve	-109,500	-114,800	-5,300
Community Field Replacement Reserve	-70,000	-70,000	0
<b>Total Contributions to Reserves</b>	<b>-617,500</b>	<b>-644,000</b>	<b>-26,500</b>
<b>UBC Withdrawals</b>			
Administration Fee	-87,000	-87,000	0
Urban Forest Cost	-40,000	-40,000	0
Stormwater Sewers	-889,978	-889,695	283
Fire Service Charge	-2,388,063	-2,388,063	0
Recreation and Cultural Facilities Charges	-837,896	-839,321	-1,425
<b>Total UBC Withdrawals</b>	<b>-4,242,937</b>	<b>-4,244,079</b>	<b>-1,142</b>
<b>Net Amount of Neighbours Levy</b>	<b>6,089,563</b>	<b>6,591,921</b>	<b>502,358</b>
<b>GST (Net of UBC GST Credit)</b>	<b>-99,829</b>	<b>-108,064</b>	<b>-8,235</b>
<b>Amount Available to the UNA</b>	<b>\$ 5,989,734</b>	<b>\$ 6,483,857</b>	<b>\$ 494,123</b>

**University Neighbourhoods Association (UNA)**  
**Operating Budget 2026-27 (Summary) - Draft II**

University Neighbourhoods Association (UNA)	2024-25 ACTUAL	2025-26 BUDGET	2026-27 DRAFT BUDGET	% Change 25/26 Budget vs 26/27 Budget	Budget % to Total Revenue
<b>REVENUE</b>					
<b>Payments from UBC</b>					
Neighbours Levy	5,270,971	5,942,163	6,483,857	9%	72%
<b>Total Payment From UBC</b>	<b>5,270,971</b>	<b>5,942,163</b>	<b>6,483,857</b>	9%	72%
<b>Recreation &amp; Culture</b>					
Wesbrook Community Centre	354,318	347,000	392,983	13%	4%
Old Barn Community Centre	130,957	129,740	145,000	12%	2%
Programming	978,898	992,000	1,012,000	2%	11%
Playing Fields & Park Rentals	100,709	125,000	125,000	0%	1%
<b>Total Recreation &amp; Culture</b>	<b>1,564,882</b>	<b>1,593,740</b>	<b>1,674,983</b>	5%	19%
<b>Other Revenue</b>					
Parking	124,783	50,000	60,000	20%	1%
Miscellaneous	134,513	92,158	94,034	2%	1%
Common Area Maintenance Support (UBCPT)	690,000	590,000	470,000	-20%	5%
<b>Total Other Revenue</b>	<b>949,296</b>	<b>732,158</b>	<b>624,034</b>	-15%	7%
<b>Grants &amp; Other Funding</b>					
External Grants & Miscellaneous	125,028	168,500	182,500	8%	2%
<b>Total Grants &amp; Other Funding</b>	<b>125,028</b>	<b>168,500</b>	<b>182,500</b>	8%	2%
<b>TOTAL REVENUE</b>	<b>7,910,178</b>	<b>8,436,561</b>	<b>8,965,374</b>	6%	100%

University Neighbourhoods Association (UNA)	2024-25 ACTUAL	2025-26 BUDGET	2026-27 DRAFT BUDGET	% Change 25/26 Budget vs 26/27 Budget	Budget % to Total Expenditures
<b>EXPENDITURES</b>					
<b>Engineering &amp; Operations Services</b>					
Parking & Bylaw Enforcement	133,710	144,592	119,575	-17%	1%
General Maintenance	61,325	48,198	85,000	76%	1%
Common Area Maintenance					0%
Landscaping	1,335,387	1,338,430	1,262,059	-6%	14%
Road, Gutter and Sidewalk Maintenance	129,548	112,914	116,302	3%	1%
Streetlights	63,695	43,775	47,198	8%	1%
Electricity	92,938	94,520	97,356	3%	1%
Other Common Area Maintenance Costs	41,893	36,779	32,882	-11%	0%
<b>Total Engineering &amp; Operations Services</b>	<b>1,858,496</b>	<b>1,819,208</b>	<b>1,760,371</b>	<b>-3%</b>	<b>20%</b>
<b>Recreation &amp; Culture Services</b>					
Wesbrook Community Centre	574,159	581,677	623,157	7%	7%
Old Barn Community Centre	248,363	281,364	261,513	-7%	3%
Recreation Salaries & Benefits	1,244,104	1,529,371	1,678,016	10%	19%
Programming	874,035	935,483	937,041	0%	10%
Fields	23,131	25,600	31,368	23%	0%
Community Access (VPL)	89,700	90,000	117,000	30%	1%
Community Support	80,343	77,232	105,000	36%	1%
<b>Total Recreation &amp; Culture Services</b>	<b>3,133,835</b>	<b>3,520,726</b>	<b>3,753,095</b>	<b>7%</b>	<b>42%</b>
<b>General Operation Services</b>					
Administration Salaries & Benefits	1,651,324	1,838,426	2,077,541	13%	23%
Sustainability	52,328	110,722	137,426	24%	2%
General Operating Services	564,023	742,149	813,406	10%	9%
Professional Fees	132,700	128,000	134,290	5%	1%
Communications	155,086	203,329	213,565	5%	2%
Public Engagement	78,912	74,000	75,680	2%	1%
<b>Total General Operation Services</b>	<b>2,634,373</b>	<b>3,096,626</b>	<b>3,451,908</b>	<b>11%</b>	<b>39%</b>
<b>TOTAL EXPENDITURES</b>	<b>7,626,704</b>	<b>8,436,561</b>	<b>8,965,374</b>	<b>6%</b>	<b>100%</b>
<b>SURPLUS OR (DEFICIT)</b>	<b>283,474</b>	<b>0</b>	<b>0</b>		

University Neighbourhoods Association (UNA)  
Operating Budget 2026-27 (Detailed) - Draft II

		Actual Number 2024-25	APPROVED BUDGET 2025-26	DRAFT BUDGET 2026-27	COMMENT
		TOTAL	TOTAL	TOTAL	
<b>REVENUE</b>					
Payments from UBC	Neighbours Levy	5,270,971	5,942,163	6,483,857	Refer to Neighbours Fund chart for details
	Total Payments from UBC	5,270,971	5,942,163	6,483,857	
<b>Recreation &amp; Culture</b>					
Wesbrook Community Centre	Wesbrook Function Rentals	24,445	27,000	27,000	Direct Effect is growing lack of available space, combined with a lack of external UNA marketing
	Wesbrook Fitness Membership	284,153	270,000	275,983	May see some drop, due to the opening of UBC Recreation North. No growth expected - limited space.
	Wesbrook Personal Trainer	45,720	50,000	90,000	2025_2026 will exceed expectations. Continued focus on growth in Personal Training. New focus on "Team" Training should continue to show growth in revenue.
	Total Wesbrook Community Centre	354,318	347,000	392,983	
Old Barn Community Centre	Old Barn: Bean Around the World Coffee Shop	80,464	79,740	84,000	Room availability limited, Requires serious look in to external UNA Marketing OBCC Program Revenue refer to actual
	Old Barn Function Rentals	21,599	30,000	32,000	
	Old Barn Fitness Membership	25,079	20,000	29,000	
	Total Old Barn Community Centre	130,957	129,740	145,000	
Programming	Wesbrook Program Fees	883,775	965,000	948,000	Upgrade gym floor may impact programs during work
	Birthday Parties	10,318	22,000	13,000	Trend unfortunately Shows increased revenue.
	Withdrawal Fee Revenue	5,133	5,000	6,000	
	Old Barn Program Fees	44,213	-	45,000	
		978,898	992,000	1,012,000	
	Nobel Softball Diamond Revenue	2,970	5,000	5,000	Rental limited to configuration of field, required quality of field, and inconsistent schedule of UBC Athletics. Field is also designated as a safe play space for community families.
	Community Field Revenue	97,739	120,000	120,000	Expected maximum in booking time for 2026_27
	Total Playing Fields & Park Rentals	100,709	125,000	125,000	



<b>Total Recreation &amp; Culture</b>		<b>1,564,882</b>	<b>1,593,740</b>	<b>1,674,983</b>	
<b>Other Revenue</b>					
	Car Share Parking Revenue	67,398	50,000	60,000	Maintaining current projection
	Newspaper/Program Guide Advertising Sales	4,150	6,180	8,034	Expect growth with more circulation of issues
	Interest Revenue	105,639	60,000	60,000	-
	Miscellaneous Revenue	7,742	10,000	10,000	-
	Community Gardens	13,912	12,978	13,000	Maintaining current projection
	Sustainability Funding	3,070	3,000	3,000	
	Common Area Maintenance Support (UBCPT)	690,000	590,000	470,000	estimated based on \$570K request
<b>Total Other Revenue</b>		<b>949,296</b>	<b>732,158</b>	<b>624,034</b>	
<b>Grants &amp; Other Funding</b>					
	Neighbours Day	4,952	6,000	10,000	Move to internal food options, in addition to increased sponsorship.
	Canada Summer Jobs (Federal Funding)	13,541	25,000	25,000	
	Operating Contribution to Community Field (VSB Funding)	17,671	20,000	21,000	-
	UBC Funding -Youth Programming	45,000	47,500	49,500	Youth Programming - UBC Inspire 50/50 Split - Requested Increase to account for COLA - no changes expected.
	UBC Funding - Connected Communities	43,865	45,000	47,000	Connected Communities - UBC Inspire 50/50 Split - Requested increase to account for COLA - no changes expected.
	Miscellaneous Funding	-	25,000	30,000	Seniors Grant and other misc. revenue
<b>Total Grants &amp; Other Funding</b>		<b>125,028</b>	<b>168,500</b>	<b>182,500</b>	
<b>TOTAL REVENUE</b>		<b>7,910,178</b>	<b>8,436,561</b>	<b>8,965,374</b>	
<b><u>ENGINEERING &amp; OPERATIONS SERVICES</u></b>					
Parking & Bylaw Enforcement & Emergency Management (UNA)					
	Parking	32,377	16,592	16,575	
	Bylaw Enforcement	99,235	80,000	95,000	Adjustment to reflect new RFP and new license plate reading technology
	Emergency Management	2,098	48,000	8,000	emergency equipment upgrades
<b>Total Parking &amp; Bylaw Enforcement</b>		<b>133,710</b>	<b>144,592</b>	<b>119,575</b>	
<b>Common Area Maintenance (UNA)</b>					
	General Maintenance	61,325	48,198	85,000	Adjust to estimated new projects
<b>Common Area Maintenance</b>					
Landscaping	Public Realm/Parks Maintenance	952,592	1,050,800	1,005,800	24/25 est. actual cost adjustment with approximate 4% increase. New Westbrook Park space "Research Park" @ \$45K
	Irrigation Maintenance and Water	203,617	205,230	151,387	3% adjustment with reduction of last year special project

	Tree Maintenance	179,178	82,400	104,872	\$35K Ash Tree Treatment plus \$10K for downed tree replacement
	Total Landscaping	1,335,387	1,338,430	1,262,059	
Road, Gutter and Sidewalk Maintenance	Roads and Gutters	76,755	84,525	87,061	3% adjustment
	Snow/ice removal program	52,793	28,389	29,241	3% adjustment
	<b>Total Road, Gutter and Sidewalk Maintenance</b>	<b>129,548</b>	<b>112,914</b>	<b>116,302</b>	
Streetlights	Streetlight Maintenance	63,695	43,775	47,198	Adjust for some one time replacement project
	<b>Total Streetlights</b>	<b>63,695</b>	<b>43,775</b>	<b>47,198</b>	
Other UBCPT Costs	Electricity	92,938	94,520	97,356	3% adjustment
	Others	41,893	36,779	32,882	Part time in house operation technician
	<b>Total Other UBC PT Costs</b>	<b>134,831</b>	<b>131,299</b>	<b>130,238</b>	
	<b>Total Common Area Maintenance</b>	<b>1,663,461</b>	<b>1,626,418</b>	<b>1,555,796</b>	
	<b>TOTAL ENGINEERING &amp; OPERATIONS SERVICES</b>	<b>1,858,496</b>	<b>1,819,208</b>	<b>1,760,371</b>	
<b><u>RECREATION &amp; CULTURE SERVICES</u></b>					
Operating Costs - Fields		23,131	25,600	31,368	Contracted maintenance to Field turf 2 times/year
Operating Cost - Wesbrook Community Centre	Janitorial	139,611	148,162	135,886	Janitorial contract and supply
	Waste Removal	27,815	35,475	35,475	-
	Security	4,266	5,084	3,000	Adjust to actual
	Utilities	59,869	72,277	72,277	
	Amortization WCC	130,302	107,069	147,844	Adjust to actual
	Water & Sewer	36,087	46,949	77,336	based on actual usage 24/25
	Misc. Supplies	158	3,577	3,577	-
	Fitness Centre Maintenance WCC	4,819	8,000	6,000	Changes of structure & quarterly maintenance schedule
	Elevator Maintenance	3,874	4,216	3,767	Actual usage plus growth
	Building Maintenance	6,479	16,480	16,974	3% adjustment
	Site Supervisor	67,834	56,650	41,650	New Technician replace some internal handman work
	Office Expense	5,867	5,638	5,807	3% adjustment
	Fire & Emergency	26,314	17,795	17,795	-
	Operating Costs - Others	37,123	39,923	41,121	3% adjustment
	Phone & Credit Card Line	8,090	5,520	5,520	Fixed cost for 36 months term
	Office Supplies	15,630	8,862	9,128	3% adjustment
	<b>Total Wesbrook Community Centre</b>	<b>574,159</b>	<b>581,677</b>	<b>623,157</b>	
Operating Cost - Old Barn Community Centre	Internet	3,082	5,019	3,174	Adjust to actual
	Janitorial	60,492	70,146	73,172	new contract price plus supplies
	Waste Removal	19,810	32,724	22,015	Adjust to actual
	Security	720	2,163	2,163	-

	Gas	2,409	2,033	2,033	-
	Hydro	10,294	15,034	15,034	-
	Water & Sewer	15,361	18,540	19,096	3% adjustment
	Misc. Supplies	1,395	6,201	6,201	-
	Elevator Maintenance	4,776	4,878	5,024	3% adjustment
	Building Maintenance	15,474	9,396	6,517	Actual usage plus growth
					4 - quarterly maintenance bookings (averaging \$750) added
					warranty, and preventative maintenance, should reduce over all
					requirements.
	Fitness Centre Maintenance	3,768	6,700	5,000	
	Site Supervisor	45,597	32,960	32,960	-
	Office Expense	1,436	4,385	4,516	3% adjustment
	Fire & Emergency	11,440	7,017	7,017	-
	Property Tax	19,036	19,607	19,607	-
	Amortization OBCC	20,686	28,681	21,875	Adjust to actual
	Operating Costs - Others	5,955	8,240	8,240	-
	Phone & Credit Card Line	3,267	2,640	2,719	3% adjustment
	Office Supplies	3,367	5,000	5,150	3% adjustment
	<b>Total Old Barn Community Centre</b>	<b>248,363</b>	<b>281,364</b>	<b>261,513</b>	
Recreation Salaries & Benefits	Community Centres Full Time Salaries & Wages	523,270	610,468	738,751	Adding full time admin assistant position
	Community Centres Part Time Salaries & Wages	557,332	700,987	715,837	
	Community Centres Benefits	163,502	217,916	223,428	
	<b>Recreation Salaries &amp; Benefits</b>	<b>1,244,104</b>	<b>1,529,371</b>	<b>1,678,016</b>	
Programming					
	Community Centre Programming WCC	82,848	110,000	178,912	Increase associated to adjustment of inflation / materials are more expensive and actual numbers
	Community Centre Programming	-	5,000	-	
	Utown Collaborative Programming	65,243	95,000	95,000	
	Safe & Connected Community Coordinator (SCCC)	68,078	90,000	90,000	
	Program Instructors	548,730	498,908	425,603	Reduced instructors associated costs, while focussing on maxing out profitable classes.
	Community Events	33,751	65,000	75,000	
	Online S/C	41,640	39,900	39,900	
	Program Guide	33,745	31,675	32,626	
	<b>Total Programming</b>	<b>874,035</b>	<b>935,483</b>	<b>937,041</b>	
Community Access	Vancouver Public Library	89,700	90,000	117,000	
	<b>Total Community Access</b>	<b>89,700</b>	<b>90,000</b>	<b>117,000</b>	

Community Support	Community Garden Committee Supplies	3,061	3,739	2,000	Adjust to actual
	Multicultural Event Support	13,164	-	22,500	
	Children's Garden	1,831	2,493	2,000	Adjust to actual
	General Committee Support	3,531	10,000	10,000	CEAC and other committees support
					Requested \$15000 - Newcomers Budget - Requested \$10000 -
					Addition to Volunteer, due to the success of program and dramatic
	Volunteer Support	16,234	17,000	36,500	shift in overall number of individual volunteers
	Neighbours Day	24,082	17,000	-	
					Try-it week returns 2x a year, associated cost are to cover, instructor
	Try-it Week	-	-	5,000	(Fitness) expenses.
	Community Sponsorship Program	18,440	27,000	27,000	
	<b>Total Community Support</b>	<b>80,343</b>	<b>77,232</b>	<b>105,000</b>	
	<b>TOTAL RECREATION &amp; CULTURE SERVICES</b>	<b>3,133,835</b>	<b>3,520,726</b>	<b>3,753,095</b>	
<b><u>GENERAL &amp; ADMINISTRATIVE SERVICES</u></b>					
Administration Salaries and Benefits	Management Salaries	691,916	748,460	771,890	
	Non-Management Salaries	735,524	845,643	1,003,121	New technician, new HR and Social Media Specialist change to full time to support operations
	Extended Benefits	223,884	244,323	302,530	
	<b>Total Administration Salaries &amp; Benefits</b>	<b>1,651,324</b>	<b>1,838,426</b>	<b>2,077,541</b>	
Sustainability					Include new toy box project to promote reuse toy locally and \$60K
	Program Cost	18,709	31,400	82,000	for sustainability audit
	Recycling Centre Operations	6,627	18,310	12,000	Adjust to actual
	Sustainability - Dog Waste Disposal	8,852	10,858	12,487	Adjust to actual
	Sustainability - Waste Disposal	17,460	25,184	25,939	3% adjustment
	Education/Sustainability Communication	680	24,970	5,000	Adjust to actual
	<b>Total Sustainability</b>	<b>52,328</b>	<b>110,722</b>	<b>137,426</b>	
Professional Fees	Legal Fees	39,863	40,000	35,000	
	Consulting Fees	46,172	40,000	50,000	
	Audit Fees	21,034	22,000	22,660	
	Contractor Fees	25,017	21,000	21,630	-
	Hiring Fees	614	5,000	5,000	
	<b>Total Professional Fees</b>	<b>132,700</b>	<b>128,000</b>	<b>134,290</b>	
General Operating Services	Berton Operating Cost	4,864	4,693	4,693	-
	Bank Fees and Service Charges	3,469	4,466	4,500	

	Conferences, Travel & Training	35,322	46,000	43,000	
	Amortization	83,315	101,120	69,152	Adjust to actual
	Deferred Amortization	(22,223)	(22,222)	(22,222)	
	Internet/Email	3,082	8,263	3,174	Adjust to actual
	IT Services	96,263	153,492	172,070	Includes security documentation IT health check, Canada 311, Finance & HR software, backup system, DNS service
	Insurance	212,566	247,500	201,871	Estimated based on broker estimation with 5% increases
	Postage & Courier	890	1,935	1,935	
	Office Supplies	9,166	7,941	8,179	
	Office Equipment	4,184	6,065	3,470	Actual usage plus growth
	Office Rent	81,014	140,232	90,780	Extension of existing rent based on agreement plus CAM
	Miscellaneous	6,842	5,150	5,305	3% adjustment
	Staff Engagement	13,088	13,000	13,000	-
	Telephone/Fax/Cellular	19,280	24,514	24,500	adjust to reflect actual cost
	Board Projects	-	-	190,000	Set money aside for Board directed projects
	<b>Total General Operating Services</b>	<b>564,023</b>	<b>742,149</b>	<b>813,406</b>	
Communications	General Communications	30,728	36,094	52,177	Inflation 3% and 25th anniversary mini documentary
	Consultation and Engagement	7,823	10,815	11,139	
	Newspaper	24,125	77,950	63,425	Include the new campus resident writers in residence program in \$5K & newspaper website development \$5K
	Websites	48,994	48,000	49,440	
	General Marketing & Promotions	43,416	30,470	37,384	Inflation plus \$6K for special event material including 25th anniversary
	<b>Total Communications</b>	<b>155,086</b>	<b>203,329</b>	<b>213,565</b>	
Public Engagement	General Meeting	32,595	10,000	10,000	No election for next fiscal
	Hospitality	5,544	8,000	8,000	-
	Stipend for Elected Directors	40,773	56,000	57,680	
	<b>Total Public Engagement</b>	<b>78,912</b>	<b>74,000</b>	<b>75,680</b>	
	<b>TOTAL GENERAL &amp; ADMINISTRATIVE SERVICES</b>	<b>2,634,373</b>	<b>3,096,626</b>	<b>3,451,908</b>	

<b>TOTAL OPERATING EXPENDITURES</b>	<b>7,626,704</b>	<b>8,436,561</b>	<b>8,965,374</b>
<b>SURPLUS OR (DEFICIT) FROM OPERATIONS</b>	<b>283,474</b>	<b>(0)</b>	<b>0</b>
<b>TRANSFERS FROM RESERVES AND RESTRICTED / UNRESTRICTED NET ASSETS</b>			
Transfer from Rate Stabilization or Contingency F	-	-	-
Transfer from Restricted Net Assets	-	-	-
Transfer from Unrestricted Net Assets	-	-	-
<b>BALANCE</b>	<b>283,474</b>	<b>0</b>	<b>0</b>

**University Neighbourhoods Association (UNA)**  
**Capital Budget 2026-27 (Summary) - Draft II**

University Neighbourhoods Association (UNA)	2024-25	2025-26	2026-27
	ACTUAL	BUDGET	DRAFT BUDGET
Leasehold Improvements	31,312	-	50,000
Furniture, Fixtures & Equipment	34,225	64,000	80,800
Computer Software & Hardware	98,182	40,200	47,600
Website	15,750	-	8,500
Multi Media Equipment	3,103	-	3,500
Recreational & Fitness Equipment	-	32,500	-
Parks & Roadway Enhancement	23,501	185,000	175,000
<b>TOTAL CAPITAL PROJECTS COSTS</b>	<b>\$ 206,073</b>	<b>\$ 321,700</b>	<b>\$ 365,400</b>
<b>TRANSFERS FROM RESERVES, UNRESTRICTED NET ASSETS &amp; OTHERS</b>			
Transfer from Unrestricted Net Assets	206,073	-	-
Transfer from UNA Capital Reserve		321,700	365,400
<b>BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

University Neighbourhoods Association (UNA)  
Capital Budget 2026-27 (Detailed) - Draft II

	ACTUAL 2024-25	BUDGET 2025-26	DRAFT BUDGET 2026-27	COMMENT
	TOTAL	TOTAL	TOTAL	
<b>CAPITAL PROJECTS</b>				
Leasehold Improvements				
Leasehold Improvements (WCC)	21,633	-	50,000	Gymnasium Floor Resurfacing
Old Barn - Tenant Improvements (OBCC)	9,679	-	-	
Total	31,312	-	50,000	
Furniture, Fixtures & Equipment				
Old Barn - Furniture, Fixtures, equip		20,000	26,250	Shelving Upgrade, OBCC Chairs Replacement
Wesbrook - Furniture, Fixtures, Equip	34,225	44,000	54,550	Shelving Upgrade, Branded Tents, Jobsite Box, Metal Picnic Tables, Event Equipment Upgrade, Tables/Desks in lounge and teen centre replacement
Total	34,225	64,000	80,800	
Computer Software & Hardware				
Computer Hardware	14,145	40,200	27,600	Computer Hardware & Teams Panel for all Boardrooms
Old Barn - Comp HW	2,853	-	-	
Wesbrook - Computer HW	81,184	-	20,000	CCTV Upgrade WCC NVR/DVR
Total	98,182	40,200	47,600	
Website	15,750	-	8,500	Website Calendar and Stacks Improvements
Multi Media Equipment	3,103	-	3,500	Video Production Equipment Package
WCC - Recreation & Fitness Equipment		32,500	-	
Parks & Roadway Enhancement	23,501	185,000	175,000	Shade Structure & Pathway Lightings Upgrade
Total Capital Costs	206,073	321,700	365,400	
TOTAL CAPITAL PROJECTS COSTS	(206,073)	(321,700)	(365,400)	
TRANSFERS FROM RESERVES, UNRESTRICTED NET ASSETS & OTHERS				
Transfer from Unrestricted Net Assets	206,073	-	-	
Transfer from UNA Capital Reserve		321,700	365,400	
BALANCE	-	-	-	



**Report Date:** January 6, 2025  
**Meeting Date:** January 20, 2025  
**From:** Wegland Sit, Operations Manager  
**Subject:** Vancouver Cycling Without Age Society Sublicense Agreement

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## Background

The Vancouver Cycling Without Age Society (VCWAS) is a registered charity (est. 2018) providing recreational trishaw rides for seniors. Following the October 2025 UNA-UBCPT Bike Cage License report, this document seeks to finalize the sublicense agreement allowing VCWAS to utilize the secured bike cage in Granite Terrace.

Under the Delegation of Authority Board Policy (#01-14), the Board is responsible for approving agreements under which the UNA license and sublicense property.

## Decision Requested

*THAT the Board approve the UNA & VCWAS sub-licence agreement and authorize the Chief Administrative Officer to execute the agreement.*

## Discussion

### Cycling Without Age

Originally founded in 2012 in Copenhagen, Cycling Without Age is a long-established international non-profit. The Vancouver chapter (VCWAS), established in 2018, is a registered charity and volunteer-powered organization that provides recreational trishaw rides for seniors and their families. VCWAS predominantly serves seniors aged 70–100 who reside in long-term care or experience social isolation and mobility barriers. These slow-paced rides allow passengers to engage in storytelling, build relationships, and experience the health benefits of Vancouver's parks and bike lanes.

The UBC campus is an ideal area for VCWAS service expansion, aligning closely with the UNA's focus on community support and service delivery. Furthermore, the opportunity to align CWA programs within the UNA Recreation creates future opportunities for joint programming and strengthens the UNA's ongoing commitment to supporting seniors and enhancing community well-being.

### Granite Terrace Building





The subject site is located at 3313 Shrum Lane (Granite Terrace), centrally positioned in Wesbrook Village near the WCC. The sublicense pertains to an under-utilized secure bike cage in the underground parkade. The cage provides an ideal location for the VCWAS both in terms of security and access into the community.

### License Agreement

The proposed agreement follows the established license-sublicense framework utilized by the UNA for third-party service providers. This structure involves a multi-party arrangement between UBC, UBC Properties Trust (UBCPT), and the UNA, where contractual obligations are passed through successive agreements.

#### Contractual Hierarchy:

1. **Head Lease:** UBC owns and leases the land to UBCPT for the development and operation of the Granite Terrace building.
2. **License Agreement:** UBCPT licenses the designated storage space (the "Bike Cage") to the UNA.
3. **Sublicense Agreement:** The UNA sublicenses the space to VCWAS to facilitate their trishaw storage + service. This sublicense is the subject of this report.

The proposed sublicense has been drafted and reviewed by our legal team, it features a three-year term, effective from **January 1, 2026, to December 31, 2028**. This timeline is intentionally aligned with the head license between the UNA and UBCPT. The termination dates have been synchronized to ensure administrative consistency and to support VCWAS's long-term operational planning.

Following a recent review, the termination date of the UNA-UBCPT Head License was adjusted to December 31, 2028. This update ensures fully alignment with the VCWAS sublicense.

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. Approval of the proposed license will enable VCWAS to successfully launch their trishaw service, providing an invaluable resource for the UNA community and the surrounding areas.

### Financial Implications

There are no anticipated financial costs to the UNA associated with the UNA-VCWAS Sublicense Agreement, beyond nominal administrative processing. Under the terms of the agreement, VCWAS retains full responsibility for all operational costs, including program expenses and any maintenance requirements specific to the licensed area.



### **Operational Implications**

VCWAS will be required to submit quarterly reports to the UNA Operations Department summarizing program usage and total trip metrics.

The UNA Operations Department does not anticipate any significant impact on day-to-day staff responsibilities or resources. The sublicense agreement ensures VCWAS's operational autonomy; they are solely responsible for all program-related tasks, including maintenance, team onboarding, and volunteer training. Furthermore, VCWAS is required to provide proof of insurance coverage that meets all current UNA requirements, ensuring the organization is fully indemnified.

### **Strategic Objective**

Community and Stakeholder Relations

Creating Connection

### **Attachments**

1. [UNA-VCWAS Sub-License Agreement](#)

### **Concurrence**

N/A

Respectfully submitted,

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

Wegland Sit

Operations Manager



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

A handwritten signature in black ink, appearing to read 'Paul Thorkelsson', with a horizontal line drawn underneath it.

Paul Thorkelsson

Chief Administrative Officer

## SUBLICENCE AGREEMENT

### Bike Cage Granite Terrace 3 South Campus Neighbourhood at UBC

THIS SUBLICENCE AGREEMENT DATED FOR REFERENCE THIS \_\_\_\_ DAY OF JANUARY, 2026 IS MADE BETWEEN:

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION,**  
a society incorporated under the *Society Act* with its administrative office at 202-5923  
Berton Avenue, Vancouver, British Columbia, V6S 0B3

(the "UNA")

AND:

**VANCOUVER CYCLING WITHOUT AGE SOCIETY,**  
a society incorporated under the *Society Act* with its administrative office at 200 – 673  
Market Hill, Vancouver, British Columbia, V5Z 4B5

(the "VCWAS")

#### WHEREAS:

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

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

(the "Lands").

- B. Pursuant to 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 UBC Properties Investments Ltd. ("UBC PI") as tenant, UBC did demise and lease the Lands to UBC PI for a term of 99 years, a copy of which is attached hereto as Schedule "A".
- C. Pursuant to a licence agreement dated December 2, 2025 between UBC PI and UNA (the "Licence"), a copy of which is attached as Schedule "B", UBC PI licensed to UNA a bike cage located in the underground parking garage on the Lands (the "Bike Cage"), as set out in the Licence.
- D. The UNA wishes to enter into a sublicence agreement with VCWAS (the "Sublicence") for the use by VCWAS of the Bike Cage on the following terms and conditions:

## 1. **Sublicence**

- 1.1. The UNA hereby grants to VCWAS a sublicence to exclusively use the Bike Cage for the purposes as set out in the Licence and the Ground Lease.
- 1.2. VCWAS agrees that this Sublicence is subject to and that VCWAS will perform all of the covenants, conditions and provisos concerning the occupation and maintenance of the Bike Cage that are contained in the Ground Lease and or the Licence as if they were also contained in this Sublicence *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 Sublicence and the terms of the Ground Lease and or the Licence, the terms of this Sublicence shall prevail. For greater certainty, the Term and Expiry Date shall be as set forth herein.
- 1.3. The UNA reserves the right, upon written notice to VCWAS, to make any reasonable rules and regulations as in the judgment of the UNA will from time to time be needed for the safety, protection, care and cleanliness of the Bike Cage, the operations thereof, the preservation of good order therein which rules then made and notice thereof given to VCWAS will be binding upon it in like manner as if originally prescribed herein.

## 2. **Term**

- 2.1. The term of this Sublicence will commence on January 21, 2026, and will expire on December 31, 2028 (the “**Term**”).
- 2.2. At the end of the Term, VCWAS will deliver to the UNA vacant possession of the Bike Cage in a tidy, clean, safe, proper and businesslike condition, ordinary wear and tear excepted.
- 2.3. If VCWAS does not vacate and deliver the Bike Cage to the UNA as required by Section 2.2 at the end of the Term, and if the UNA consents to VCWAS continuing to occupy the Premises after the expiration of the Term or any renewal thereof, the new sublicence thereby created shall be from month to month, and not from year to year, and shall be subject to the covenants and conditions contained in this Sublicence as may be applicable to a sublicence from month to month, and either party may end such month to month sublicence upon providing 1 months’ notice in writing to the other party.
- 2.4. At the end of the Term, VCWAS will return all keys and fobs if applicable and will arrange for any exterior and interior locks of the Premises to be changed or re-keyed if necessary, at VCWAS’s sole expense, so as to return the locks to their original format as they were on the first day of the Term.

## 3. **Sublicence Fee**

1. The sublicence fee is CAD \$1.00 plus GST (the “**Sublicence Fee**”). The Sublicence Fee is

due and payable on or before the first day of VCWAS access to the Bike Cage via cheque or electronic transfers. Subsequent Sublicence Fees are due and payable on the first day of each month via cheque or electronic transfers.

3.1. Any Sublicence Fees paid to the UNA are non-refundable.

#### 4. **Worker's Compensation**

4.1. VCWAS will pay for and maintain all legally required coverage for all individuals it engages.

4.2. VCWAS will indemnify the UNA in respect of all premiums, all occupational safety requirements, and any claims, actions, suits, damages, costs, causes of action, demands, liabilities, expenses and all other losses pursuant to the British Columbia *Workers' Compensation Act*, the British Columbia *Employment Standards Act*, the British Columbia *Occupational Health and Safety Regulation*, and every other law, regulation or applicable union collective agreement having application to VCWAS, its employees, contractors, volunteers guests and invitees upon the Lands or the Bike Cage.

4.3. At the request of the UNA, VCWAS will provide the UNA with proof of workers' compensation coverage, including any workers' compensation registration numbers.

#### 5. **Indemnification**

5.1. Except to the extent of the sole negligent acts of UNA, its employees and agents, VCWAS hereby indemnifies UNA, its employees and agents and save harmless UNA, 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 Bike Cage or through the occupancy or use of the Bike Cage, occasioned wholly or in part by an act or omission of VCWAS. In case UNA, 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 VCWAS excepting in a bona fide action by VCWAS against UNA, its employees and agents, VCWAS will protect and hold harmless UNA, its employees and agents.

5.2. Without limiting Section 1.2 or 5.1, VCWAS agrees that the indemnity provisions contained in the Ground Lease will also apply to this Sublicence and VCWAS agrees to indemnify and save harmless UBC PI 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 VCWAS under this Sublicence or as a result of the granting of this Sublicence.

5.3. It is hereby acknowledged and agreed that any person who enters the Bike Cage shall be deemed to be the invitee of VCWAS.

5.4. The obligations of VCWAS to defend, indemnify and save harmless UNA shall apply and

continue notwithstanding the termination of this Sublicence.

## 6. **Insurance**

- 6.1. UNA, its employees and agents shall not be responsible for damage or losses to the VCWAS property on the Bike Cage. VCWAS shall take out and keep in force during the term of this Sublicence general liability insurance on an occurrence basis, against claims for bodily injury, death and property damage, with respect to the VCWAS use and occupation of the Bike 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 UNA, its employees and agents as an Additional Insured and shall contain a cross-liability clause, and coverage for the VCWAS' legal liability and broad form contractual liability. Evidence that VCWAS has purchased insurance in accordance with the above terms and conditions shall be provided to UNA upon execution of this Sublicence.

## 7. **Quarterly Reporting**

- 7.1. VCWAS shall provide a written Quarterly Usage Summary to the Operations Manager of UNA within fourteen days of the end of each quarter during the Term with each such summary setting out the total number of bicycle trips originating from the Bike Cage, the total mileage of such trips, and the total number of users served by trips originating from the Bike Cage. UNA, acting reasonably, may require additional details to be provided by VCWAS in each Quarterly Usage Summary provided that such additional details can be obtained by VCWAS without incurring significant additional costs.

## 8. **Entire Agreement**

- 8.1. This Sublicence, which includes Schedules "A", and "B", constitutes the entire agreement between the parties, and no amendment or addition hereto will be valid unless set out by both parties in writing.

## 9. **Severability**

- 9.1. If any part of this Sublicence is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that part is to be considered to have been severed from the remainder of this Sublicence, which will continue in force unaffected by the severance.

## 10. **Time of Essence**

- 10.1. Time is of the essence in this Sublicence.

## 11. **Notice**

- 11.1. Any notice, document or communication required or permitted to be given hereunder will be in writing and will be deemed to be satisfactory if deemed to have occurred when sent by electronic transmission, personally delivered during regular business hours, or mailed

by registered mail at the addresses provided below or to such other address as may be provided by the parties in writing from time to time:

To the UNA:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION  
202-5923 Berton Avenue  
Vancouver, British Columbia, V6S 0B3  
Attention: Paul Thorkelsson  
Email: paul.thorkelsson@myuna.ca

To VCWAS:

VANCOUVER CYCLING WITHOUT AGE SOCIETY,  
200 – 673 Market Hill  
Vancouver, British Columbia, V5Z 4B5  
Attention: Jake Winn  
Email: jakewinn@cwavancouver.ca

## 12. **Enurement**

- 12.1. This Sublicence will enure to the benefit of and be binding on the parties and their respective personal representatives, successor and permitted assigns.

## 13. **Waiver**

- 13.1. No term or condition of this Sublicence will be waived by either party except by the written consent of the other party. The parties agree that any waiver of or non-action with respect to any breach or default of any of the terms or conditions of this Sublicence will not be construed as a waiver of any subsequent or other breach or default but all of the terms and conditions of this Sublicence will survive and continue to remain in full force and effect.

## 14. **Headings**

- 14.1. The headings appearing in this Sublicence are inserted for convenience of reference only and will not affect the construction or interpretation of this Sublicence.

## 15. **Further Assurances**

- 15.1. Each of the parties to this Sublicence will execute such further and other documents and do such further and other acts as may be necessary to give effect to this Sublicence.

## 16. **Governing Law**

- 16.1. This Sublicence will be governed by and interpreted in accordance with the laws of the



Province of British Columbia, Canada. Each party attorns to the jurisdiction of the courts of British Columbia.

**17. Counterparts**

- 17.1. The parties may execute this Sublicence by facsimile or other electronic means and in separate counterparts each of which when so executed and delivered will be deemed an original, and all such counterparts taken together will constitute one instrument.

IN WITNESS WHEREOF UNA and VCWAS have executed this Sublicence as of the day and year first written above

<p><b>UNIVERSITY NEIGHBOURHOODS ASSOCIATION</b></p>   <p>_____</p> <p>by its Authorized Signatory</p> <p>Name (printed): _____</p> <p>Date: _____</p>	<p><b>VANCOUVER CYCLING WITHOUT AGE SOCIETY</b></p>   <p>_____</p> <p>by its Authorized Signatory</p> <p>Name (printed): _____</p> <p>Date: _____</p>
--	--

**BIKE CAGE LICENSE**  
**Granite Terrace 3 South Campus Neighbourhood at UBC**

THIS AGREEMENT dated for reference the 2nd day of December, 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 bike cage (the "**Bike 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 Bike 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 Bike 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 January 1, 2026, to and including December 31, 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 January of each license year commencing January 1, 2026.

3.2 The Licensee acknowledges that the Parking Garage is accessible by a remote system and the Bike 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 \$100.00 (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 Bike Cage from time to time.

## **4.0 USE**

4.1 The Licensee will not use or occupy the Bike 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 Bike 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 Bike 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 Bike 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 Bike Cage and any equipment used in connection therewith.

5.2 The Licensee will not use or occupy the Bike 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 Bike Cage that there shall be no repairs or maintenance done to a motor vehicle, bicycle or other piece of equipment in the Bike 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 Bike 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 Bike Cage or to the Licensee or anyone having a right to possession of the Bike 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 Licensor may, but without obligation so to do, pay and discharge such lien or privilege.

5.5 The Licensee agrees that it will administer the Bike 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 Bike Cage from time to time;
- (b) provide a copy of such list to the Licensor from time to time upon request; and
- (c) monitor the use of the Bike Cage regularly to ensure that all unauthorized equipment is promptly removed from the Bike 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 Licensor, its employees or agents during normal business hours during the term to enter upon the Bike Cage for the 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 Bike Cage to inspect facilities and/or operations as necessary

## **8.0 REPAIR**

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

8.2 The Licensee will repair, clean, and maintain the Bike 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 Bike 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 Bike 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 Bike Cage or through the occupancy or use of the Bike 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 Bike 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 Bike Cage and the license granted to the Licensee under this Agreement deemed immediately terminated, and the Licensee shall immediately vacate the Bike 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 Bike 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 Licensors 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 Licensors 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 Licensors of any provisions of this Agreement shall be deemed to have been made unless in writing and signed by the Licensors.

## **16.0 QUIET ENJOYMENT**

16.1 The Licensors 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 Bike Cage for the License Term hereby granted without any interruption or disturbance from the Licensors 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 Licensors and the Licensee under this Agreement shall be rights, benefits and obligations of the Licensors and the Licensee respectively in their capacities as Licensors 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 Licensors 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 )

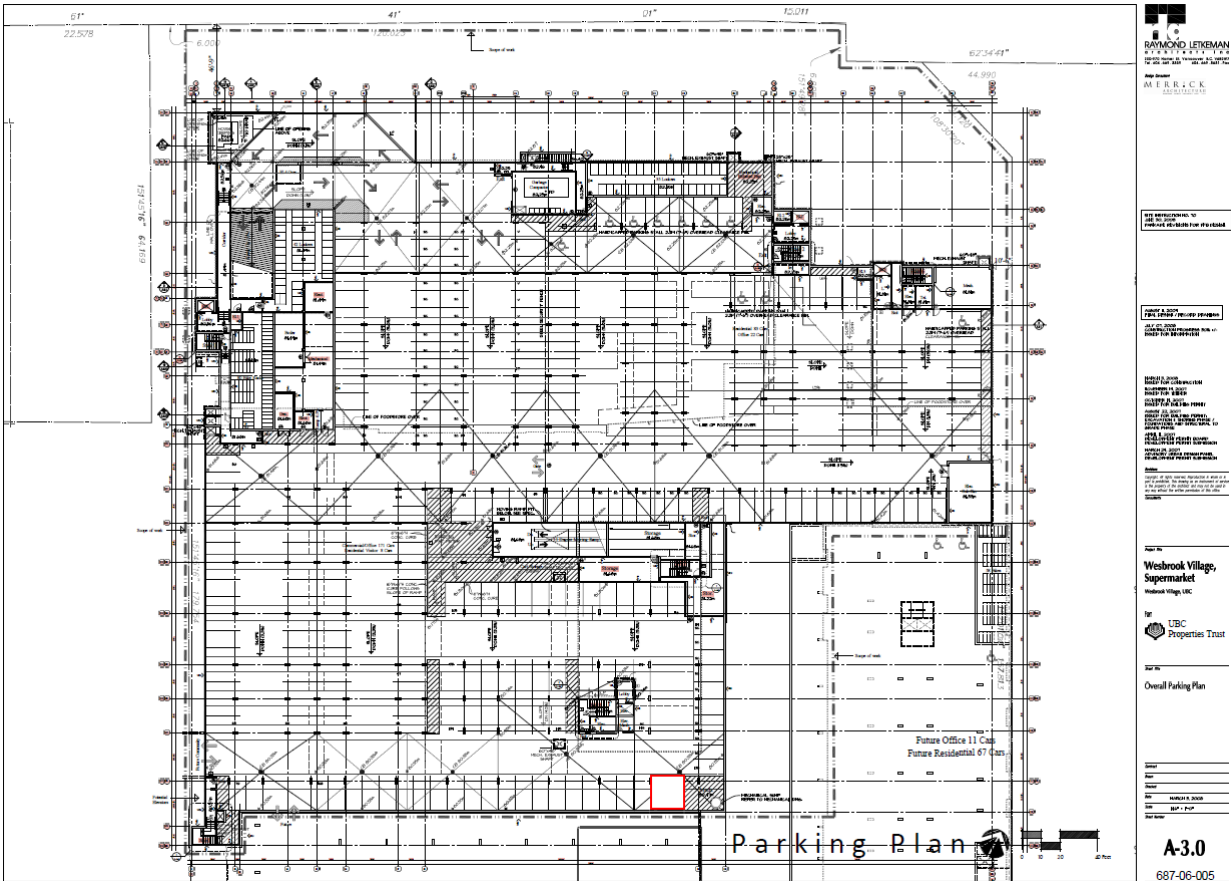
**UNIVERSITY NEIGHBOURHOOD** )  
**ASSOCIATION** by its authorized )  
signatories: )

\_\_\_\_\_)  
Authorized Signatory )

\_\_\_\_\_)  
Authorized Signatory )



# Schedule "A" Location of the Bike Cage



**SCHEDULE "B"**  
**GROUND LEASE**

25 OCT 2007 14 58

BB131358

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

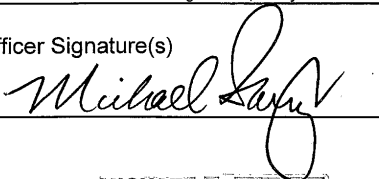
**GENERAL INSTRUMENT - PART 1**

(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**

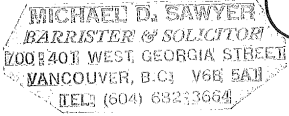
LAND TITLE ACT  
**FORM C**  
(Section 233)  
Province of British Columbia

**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
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) \_\_\_\_\_  


Execution Date		
Y	M	D
07	10	18

Transferors Signature(s)  
**THE UNIVERSITY OF BRITISH COLUMBIA** by its authorized signatory(ies):  
\_\_\_\_\_  
Print Name HUBERT LAI  
\_\_\_\_\_  
Print Name BYRON BRALEY



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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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
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)

\_\_\_\_\_

Execution Date

Y	M	D

Transferors Signature(s)

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_



AND 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. <b>NATURE OF INTEREST:</b> <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 A	Plan of Campus
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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

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.

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15.0 ASSIGNMENT, SUBLETTING AND MORTGAGING

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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:

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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

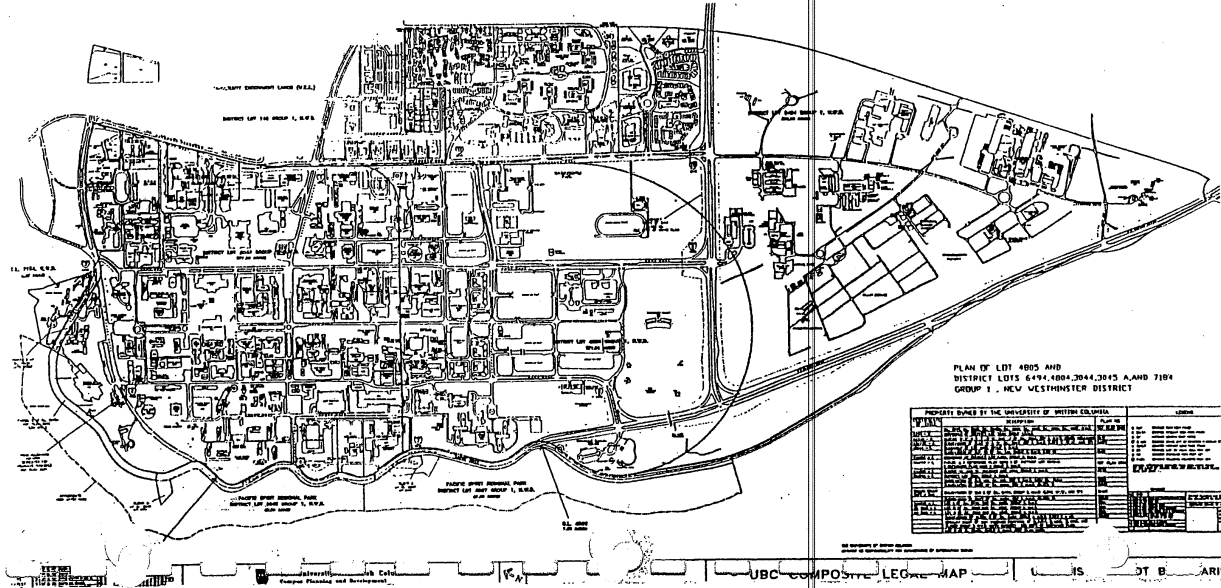
or to such other address as such party from time to time may specify by written notice to the other. The time of giving or making such notice, demand, request, consent or objection shall be, if delivered, when delivered, and if mailed, then on receipt at such address.

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.

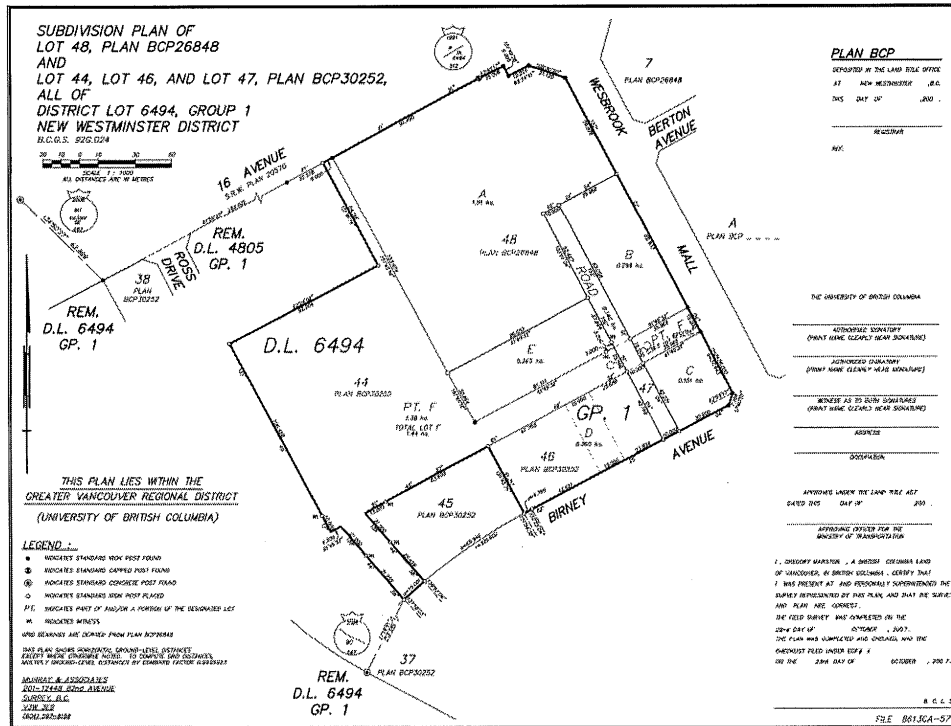
2. The Tenant will use reasonable commercial efforts to complete the subdivision to create Lot A by no later than December 31, 2007.

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:** January 13, 2026  
**Meeting Date:** January 20, 2026  
**From:** Wegland Sit, Operations Manager  
**Subject:** UBC-UNA Verve Childcare License Report

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## Background

Within the UNA local areas, UBC licenses the University Neighbourhood Association (UNA) to oversee the operation of two not-for-profit childcare facilities. Currently, the YMCA manages these essential sites—the Wesbrook Childcare Centre and the Vista Point Childcare Centre—in partnership with the UNA. The UNA has been working in collaboration with UBC on the planning and development of additional childcare facilities in the neighbourhoods – focused on Wesbrook – for the past number of years.

With a new childcare facility scheduled to open as part of the Verve development in March 2026, this report details the new license agreement between UBC and the UNA, as well as the associated implementation plan. The licence agreement follows the model established by the existing facilities and furthers the UNA's support for families and residents.

## Decision Requested

*THAT the Board approve the UBC & UNA Verve Daycare license agreement and authorize the Chief Administrative Officer to execute the agreements.*

## Discussion

### Noble Park Childcare

Noble Park Childcare Centre (Verve Development) Located at 5855 Binning Avenue within the Verve BRC 6 Development, the Noble Park Childcare Centre is projected to provide 37 new licensed childcare spaces.

The construction of this facility was funded through the ChildCareBC [New Spaces Fund Major Capital Grants](#).

## Key Milestones

The development of the Noble Park Childcare Centre is progressing according to the following timeline:

Milestone	Status / Timeline
Provincial Funding Approval	Completed (March 2025)
Funding Agreement Execution	Completed (June 2025)
Commencement of Construction	Completed (August 2025)
Projected Construction Completion	February 2026
Building Occupancy Permit	Mid-to-Late February 2026
Anticipated Facility Opening	<b>Late March 2026</b>

### License Arrangement

The licensing structure for the Noble Park Childcare Centre is modeled after the existing framework used for the Vista Point Childcare Facility. This arrangement involves a multi-party chain of agreements between UBC, UBC Properties Trust (UBCPT), and the UNA, where contractual obligations are passed through successive license or sublease agreements.

### Contractual Framework

The specific hierarchy for the Noble Park facility is as follows:

- **Ground Lease:** UBC leased the land to UBC Properties Trust (UBCPT) for the development and construction of the Verve building.
- **Sublease:** Upon completion of construction, UBCPT subleased the childcare space back to UBC.
- **Head License:** UBC licenses the UNA to oversee the space as a childcare facility. This report focuses on the execution of this UBC-UNA Verve (Nobel Park) Childcare License.
- **Sublicense:** The UNA sublicenses the space to the YMCA for the day-to-day operation of the facility.

### Key Provisions and Compliance

While this license follows the established template used for Vista Point, new clauses have been incorporated to ensure all parties comply with the Province of BC's funding





requirements. These provincial reporting obligations will flow directly through to the operating agreement with the YMCA.

In accordance with Board Policy #01-14 (Delegation of Authority), the Board is responsible for approving all agreements under which the UNA sublicenses property. As the childcare services model requires the UNA to sublicense this space to the YMCA, formal Board approval is required to proceed.

### **Financial Implications**

The construction and fit-out of the Noble Park Childcare Centre were fully funded by the ChildCareBC New Spaces Fund Major Capital Grants. Consequently, there is no direct capital outlay required from the UNA for the initial establishment of the facility.

**Verve Childcare License** The contractual agreements for Noble Park Childcare between UBCPT-UBC (sublease) and UBC-UNA (license) remain unchanged.

Costs for the eventual replacement of base building systems will continue to flow directly through the established chain: from UBCPT (landlord) to UBC (tenant), and then to the UNA (licensee).

### **Operational Implications**

The UNA Operations department does not foresee a significant shift in its day-to-day responsibilities, given that the YMCA will employ its own maintenance team, making them responsible for the majority of daily operational maintenance tasks.

### **Strategic Objective**

Organizational Capacity

### **Attachments**

1. [UBC UNA Verve Day Care Facility License](#)

### **Concurrence**

1. Dave Gillis, Recreation Manager

Respectfully submitted,



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

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

**LICENSE (Day Care Facility, Verve)**

THIS LICENSE AGREEMENT is dated for reference [Insert Date]

**BETWEEN:**

**THE UNIVERSITY OF BRITISH COLUMBIA**, a British Columbia university continued under the University Act, RSBC 1996, c 468, with an address at 225 - 6328 Memorial Road, Vancouver, BC V6T 1Z2

(the "**Licensor**")

**AND:**

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**, a society duly incorporated under the Society Act with its administrative office at 202 - 5923 Berton Avenue, Vancouver, British Columbia, V6S 083

(the "**Licensee**")

**WHEREAS:**

A. The Licensor is the registered owner of lands comprising the Vancouver campus of The University of British Columbia (the "Campus") and, in particular, that portion civically described as 5855 Binning Avenue, Vancouver, British Columbia and legally described as:

PID: 032-228-961

Lot A, District Lot 6494, Group 1, New Westminster Land District Plan EPP123753, Except Air Space Plan EPP132132  
(the "**Land**").

B. Pursuant to a lease agreement dated May 9, 2024 (the "**Head Lease**"), the University of British Columbia leased the Land to UBC Properties Investments Ltd., in its capacity as trustee of the UBC Properties Trust ("**UBC Properties**") for the construction of a 18-storey building (the "**Building**") containing three levels of underground parking and 221 rental residential units and the following space, which will be referred to as the "**Licensed Property**": space on the ground floor, with a separate entrance, containing approximately 5,190 square feet, as outlined in bold on the plan attached hereto as Schedule "A".

C. The Building was constructed pursuant to development permit DP22010, issued by The University of British Columbia (the "**Development Permit**").

D. Pursuant to a sublease dated for reference February 1, 2026 (the "**Sublease**"), the Licensor subleased the Licensed Property from UBC Properties (in this capacity, UBC Properties will be referred to herein as the "**Sublandlord**").

E. Pursuant to a ChildCareBC New Spaces Fund Funding Agreement dated for reference April 1, 2024 (the "**Funding Agreement**"), His Majesty the King in Right of the Province of BC - Minister of Education and Child Care provided funding to the Licensors under the ChildCareBC New Spaces Fund to support the creation new child care spaces.

F. The Licensors and Licensee have agreed to enter into a license for the purposes of the operation by the Licensee or a permitted sublicensee of a child care facility licensed pursuant to the *British Columbia Community Care and Assisted Living Act* (the "**Permitted Use**") and in accordance with the terms of the Funding Agreement, which includes a commitment period until August 2045.

G. All capitalized words in this License which are not defined in this License will have the meanings given to them in the Neighbours' Agreement 2024 entered in between the licensor and the Licensee, as it may be amended and restated from time to time (the "**Neighbours' Agreement**"), Section 17.0 of which agreement contemplates the granting of licenses to the Licensee such as this License.

**IN CONSIDERATION** of the Basic License Fee as defined in paragraph 2 below and other good and valuable consideration, the Licensors grants to the Licensee the License and contractual right (together, the "**License**") to the exclusive use and enjoyment of the Licensed Property on the terms set out in this License.

The Licensors and the Licensee covenant and agree with each other as follows:

**1. THE UNIVERSITY OF BRITISH COLUMBIA**

All rights and benefits and all obligations of the Licensors and the Licensee under this License will be rights, benefits and obligations of the Licensors and the Licensee respectively in their capacities as Licensors and Licensee under this License, and references in this License to the "**Licensors**" will be to The University of British Columbia in its capacity and role as Licensors under this License and as registered owner of the Land and not to The University of British Columbia in its capacity as the owner of all university lands with regulatory powers with respect thereto. The University of British Columbia, in the latter capacity will be referred to in this License as the "**The University of British Columbia**" or "**Campus & Community Planning**".

**2. TERM**

(a) The term of this License (the "**Term**") will commence on March 15, 2026 and continue until the earlier of:

(i) the day immediately prior to the expiry date of the Sublease, which is Ninety-five (95) years less one day, commencing on the Commencement Date; and

(ii) the day on which the Neighbours' Agreement is terminated

(the "**Expiry Date**").

(b) Notwithstanding subparagraph 2(a)(i) above, if the Sublease is renewed by the Licensors, then the Licensee will have the option to renew this License by delivering a notice of such renewal to the Licensors prior to the Expiry Date, such renewal license will be on the same terms and conditions as this License for a term which expires on the day immediately prior to the expiry date of the renewed Sublease.

- (c) This License may be terminated prior to the Expiry Date only in accordance with paragraph 22 of this License.

### **3. LICENSE FEE, UTILITIES AND TAXES**

- (a) The Licensee covenants and agrees to pay, in lawful money of Canada, without set-off compensation or deduction, the following amounts:
  - (i) A basic license fee of \$1.00 (the "**Basic License Fee**") for the entire Term to be paid to the Licensors in advance on the execution of this License; and
  - (ii) The costs, taxes, levies, charges and other amounts attributable to the Licensed Property which fall within the definition of "**Operating Expenses**" in the Sublease, whether billed, charged or levied to the Sublandlord, the Licensors, the Licensee or a permitted sublicensee, which includes without limitation (as such terms are defined in the Sublease): the Services Levy and Municipal Taxes (as applicable), all metered utilities and other costs, all Taxes and Tenant's Taxes, all Sales Taxes and Operating Expenses, and to the extent that any such costs taxes, levies, charges and other amounts are not metered or otherwise charged on the Licensed Property on a stand-alone basis, then the Tenant's Proportionate Share thereof.
- (b) The Licensee will ensure that all payments described above will be made by no later than the due date set out in the invoice received with respect thereto.

### **4. USE OF THE LICENSED PROPERTY**

- (a) The Licensed Property will not be used for any purposes other than the Permitted Use. The Licensee acknowledges that it has satisfied itself that the Licensed Property may be used for the Permitted Use.
- (b) The Licensed Property will be operated under a name approved by the Licensors in advance; and no signage may be installed on the Licensed Property or anywhere on the Land unless such signage is approved, in advance, by the Sublandlord and Campus & Community Planning.
- (c) It is understood and agreed that the Licensors may arbitrarily withhold its consent to the use of a name by which the Licensed Property will be advertised or marketed for which the Licensee is to be paid promotional consideration, either in money or in kind.
- (d) The Licensee acknowledges that the Licensed Property has been subleased by the Licensors from the Sublandlord pursuant to the Sublease, and that the Licensee has reviewed the Sublease. The Licensee covenants and agrees that it will not act or fail to act in any way that would cause the Licensors to be in breach of any term of the Sublease and, for greater certainty, the Licensee will comply with the rules and regulations adopted by the Sublandlord from time to time with respect to the operation of the Building and the Licensed Property as part of the Building. The Licensee hereby indemnifies and saves harmless the Licensors from any amounts that come payable to the Sublandlord under the Sublease, arising from a breach of the Sublease attributable to the acts or failure to act of the Licensee or any permitted sublicensee.

- (e) In connection with the Permitted Use and the Funding Agreement, the Licensee or a permitted sublicensee, covenants and agrees as follows:
- (i) to install and display the signage provided by the Licensor in connection to the Funding Agreement upon receipt (the “**Signage**”), and to keep such Signage displayed at least 6 months after the commencement date of the Term;
  - (ii) to have the Signage professionally installed at the Licensed Property and ensure the Signage is securely installed in a prominent area at the Licensed Property and in a manner that does not obstruct traffic or cause safety concerns particularly if located near a road;
  - (iii) to ensure that the Signage is at all times kept clean and free of obstruction;
  - (iv) to notify the Licensor immediately if the Signage is vandalized or stolen and if so, the Licensor may issue replacement Signage, in its discretion
  - (v) to not alter the design of the Signage provided by the Licensor,
  - (vi) to commence the operation of the child care facility within 60 days of the commencement date of this License, unless otherwise agreed in writing by the parties;
  - (vii) to apply for one or more of the following child care affordability initiatives administered by the Ministry of Education and Child Care within 60 days of the commencement date of this License, unless otherwise agreed in writing by the parties:
    - A) Child Care Operating Funding, Child Care Fee Reduction Initiative and, if eligible the Early Childhood Educator Wage Enhancement;
    - B) \$10 a Day ChildCareBC program;
    - C) Aboriginal Head Start; or
    - D) any other program or successor program identified by the province as being a child care affordability initiative at such time, including any universal child care initiatives that the Licensee or a permitted sublicensee is eligible.
  - (viii) to complete annual reports (the “**Annual Report**”), commencing on the first anniversary of the commencement date of this License, and to submit such Annual Reports to the Licensor within 10 days of each anniversary date, containing the following information:
    - A) location of Licensed Premises;
    - B) days of operation/weeks and number of weeks open per year;

- C) number of months open per year;
- D) hours of operation per day for each type of care program;
- E) Affordability Initiatives enrolled in;
- D) confirmation of any changes to the lease, if applicable, over the past year; and
- F) any other information about the Licensed Property or operation of the childcare facility that the Licensor may reasonably require from time to time to ensure the Licensee or a permitted sublicensee are complying with the terms of this License.

**5. REPAIR AND MAINTENANCE**

- (a) The Licensee will at all times during the Term repair, maintain and keep in a good and substantial state of repair the Licensed Property and as applicable, the exterior and interior doors to and within the Licensed Property, and the interior walls, all windows, partitions, and electrical, mechanical and plumbing equipment within the Licensed Property, furniture and equipment and any improvements now or hereafter made to the Licensed Property.
- (b) The Licensee 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 as the Licensee is reasonably required to do so by the Licensor. In the event that the Licensee fails to comply with the foregoing provisions the Licensor may, at its option, rectify the situation and collect the expense for such work from the Licensee in the same manner that the Licensor may recover the Basic License Fee that is in arrears.
- (c) The Licensee acknowledges that the repair, maintenance and replacement of the Building's systems (including but not limited to the heating, air-condition and ventilation system, plumbing and electrical systems) and structural elements are the responsibility of the Sublandlord pursuant to the Sublease. The Licensor hereby authorizes the Licensee to communicate directly with the Sublandlord with respect to such issues.

**6. CHANGES AND REPAIRS**

- (a) The Licensee will not make, nor permit to be made, any alterations, repairs, renovation, modifications, installations or improvements ("**Alterations**") to the Licensed Property without the Licensor's prior written approval. The Licensee will only make Alterations in accordance with the applicable Laws and Regulations, which include, for greater certainty, the Development Permit.
- (b) Any Alterations made to the Licensed Property without the prior written consent of the Licensor or not in compliance with the applicable Laws and Regulations, if requested by the Licensor, will be immediately removed by the Licensee at the Licensee's expense and the Licensed Property restored to their previous condition, failing which the Licensor may at its option, without notice to the Licensee and without any liability on the Licensor's

part, enter the Licensed Property and remove them and any monies expended by the Licensors for that purpose will be repayable by the Licensee no later than the due date set out in the invoice received by the Licensee with respect thereto.

- (c) All Alterations will be done by contractors or other workers or trades-persons in good and a professional manner with first class materials.

## **7. ASSIGNMENT AND SUBLETTING**

The Licensee will not assign or sublicense or otherwise part with possession or permit others to use the whole or any part of the Licensed Property except as follows:

- (a) The Licensors agree that the Licensee may sub-license the Licensed Property to a third party for the Permitted Use and the Licensee will be entitled to receive all revenues arising from the sub-licensing (if any) provided that:
  - (i) the sublicensee is the YMCA of Vancouver with an address at 10-620 Royal Ave, New Westminster, BC V3M 1J2, or is otherwise a not-for-profit operator approved by the Licensors in writing;
  - (ii) the sublicensee signs a sublicense agreement with the Licensee, on terms acceptable to the Licensors, acting reasonably; and
  - (iii) the performance of the Permitted Use, as carried out by the sublicensee, will not violate any laws or regulations governing or regulating the Permitted Use.
- (b) The Licensee will ensure that any sublicensee complies with and fully performs the obligations under this Agreement in carrying out any subcontracted responsibilities, and will operate the child care facility in a diligent, professional manner using qualified personnel.
- (c) The Licensors and the Licensee acknowledge and agree that any sublicense of the Licensed Property to a third party will not release or relieve the Licensee from any of its obligations under this License. The Licensee will be fully and primarily responsible and liable for the acts, omissions, performance of, or damage caused by the sublicensee.
- (d) While the Licensee is entitled to receive all revenues arising from the sublicensing of the Licensed Property, it is understood that any revenue the Licensee collects will be forwarded to the Licensors to be allocated or paid into the Neighbours' Fund or that the Licensee will otherwise account to Licensors regarding such revenue.

## **8. APPEAL OF TAXES**

In the event that any tax, assessment, rate, fee or similar charge of any nature whatsoever arising from the Licensee's use or occupation of the Licensed Property (collectively called the "**Charge**") is levied, assessed, charged or imposed or becomes a lien or charge upon the Land, the Licensee will pay such Charge and if for whatever reason the Licensee wishes to contest the Charge, the Licensee will have the right to do so and the Licensee will indemnify and save harmless the Licensors from all costs and expense as a result thereof. The Licensee will have the right to contest the Charge in the name of the Licensors with



the consent of the Licensor, such consent not to be unreasonably withheld. This section and provision will not apply to any charge which is based upon the income or capital of the Licensor.

**9. INSURANCE**

- (a) The provisions of Section 24.0 of the Neighbours' Agreement dealing with insurance will apply to this License and to the Licensed Property.
- (b) The parties acknowledge that the Sublandlord will procure property insurance in respect of the Building and the Land, as required under the Sublease.
- (c) The Licensee will 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 Licensor may reasonably require, on all improvements and equipment located on the Licensed Property. Without limiting the generality of the foregoing, the Licensee waives as against the Licensor, and those for whom it is responsible in law, each claim and demand of every nature whatsoever for damage, loss or injury to such improvements and equipment and to property of the Licensee and each sublicensee in, upon or about the Licensed Property which will be caused by or result from fire or other perils, events or happenings which ought to have been covered by insurance pursuant to this section whether or not such claim or demand is covered by insurance.
- (d) In addition, if the Licensee sublicenses the Licensed Property, the Licensee will ensure that the sublicensee obtains and keeps in force the insurance described in subsection (c) above, and general liability insurance fully insuring against liability of the sublicensee with respect to the Licensed Premises or arising out of the maintenance, use or occupation thereof. Such policy will be in an amount of not less than \$5 Million per occurrence. The general liability policy will name the Sublandlord and the Licensor, its Board of Governors, employees, servants and agents as additional insureds, and will include a cross liability clause and broad form coverage for contractual liability. Such insurance will be primary in respect of all claims arising out of the sublicense and will not participate with nor be excess over any valid and collectable insurance carried by the licensor. The sublicensee will 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 Licensor may reasonably require.

**10. OVERLOADING OF UTILITIES**

The Licensee will not, from commencement of the Term onwards, install or suffer to be installed equipment which will exceed or overload the capacity of utility facilities servicing the Licensed Property and if equipment installed or allowed to be installed by the Licensee requires additional utility facilities such facilities will be installed at the Licensee's expense in accordance with the Laws and Regulations.

**11. NUISANCE**

The Licensee will not carry on or perform or suffer or permit to be carried on or performed or suffered on the Campus, the Lands, the Building or the Licensed Property any practice or act, or engage in any activity which is or becomes a nuisance or a menace or which in any way injures the Licensed Property, the Lands,

the Building, the Campus or any part thereof or is or becomes a hazard to any person using or occupying the lands, the Building, the Campus or any part thereof.

**12. CLEANLINESS**

At the sole cost and expense of the Licensee, the Licensed Property will be kept by the Licensee in a clean and sanitary condition in accordance with the rules and regulations of the Building (as issued by the Sublandlord) and all applicable Laws and Regulations including all health officials, fire commissioners, building inspectors or other officials. In the event the Licensee fails to comply with the foregoing provisions the Licensors may rectify the situation and collect the expense for such work from the Licensee in the same manner as arrears of the Basic License Fee.

**13. COMPLIANCE WITH LAWS AND REGULATIONS**

- (a) The Licensee will comply and abide by:
  - (i) all federal, provincial, municipal and other governmental statutes, ordinances, laws and regulations;
  - (ii) the Land Use Plan adopted with respect to the University of British Columbia's Vancouver campus, pursuant to the Municipalities Enabling and Validating Act (No. 3), as amended from time to time;
  - (iii) the rules, policies, bylaws and regulations passed by The University of British Columbia from time to time that are applicable to the Licensed Property and the users thereof and the Campus generally, or any one or more of them, whether made before or after the date of this License, including, without limitation:
    - A) The Wesbrook Place Neighbourhood Plan; and
    - B) The land use rules adopted by the UBC Board of Governors pursuant to UBC's Policy UP12, Land Use, Permitting and Sustainability, which include the Development Handbook; and
  - (iv) the Development Permit

(collectively, the "**Laws and Regulations**").
- (b) The Licensee will observe and cause its employees, sublicensees, agents, contractors, invitees and others over whom the Licensee can reasonably be expected to exercise control, to observe the laws and Regulations and all such rules and regulations will be deemed to be incorporated into and form a part of this License.

**14. MANAGEMENT AND CONTROL**

- (a) The Licensors will have the exclusive right to manage and control the Campus, and the Licensed Property and other property leased or licensed to other tenants or licensees. Without limitation the licensor has the right in the management and control of the

Campus in its capacity as owner of all of the land comprising the Campus and as the regulator thereof to:

- (i) supervise the Campus and provide such security measures and patrols as the Licenser deems reasonably necessary;
  - (ii) close off all or any part of the Campus at such times as in the opinion of the Licenser are advisable;
  - (iii) convey, modify and terminate licenses, easements or other rights pertaining to the use of all or any part of the Campus, other than the licence granted pursuant to this License;
  - (iv) close off all or part of the Campus for maintenance, repair, construction or development;
  - (v) employ such persons required for the management and control of the Campus and security therefor as the Licenser may from time to time deem advisable;
  - (vi) designate the entrances, roadways, parking areas and times when and where vehicles and pedestrians may use the Campus; and
  - (vii) change from time to time the area, level, location, arrangement or use of any part or parts of the Campus but not so as to permanently materially interfere with access to the Campus, the Land, the Building or the Licensed Property.
- (b) Notwithstanding what is set out immediately above in this paragraph, if such management and control of the Campus (as opposed to management and control of the Licensed Property, which has, by the grant of this License, been passed to the Licensee) is, in the opinion of the Licensee, acting reasonably, in any way inconsistent with the Neighbours' Agreement, either expressly or impliedly, or is, or is going to adversely affect the operation of the Licensee's use of the Licensed Property, the Licenser agrees to consider in good faith any variance that is requested by the Licensee in writing. Any decision by the Licenser regarding a variance is at the sole discretion of The University of British Columbia.
- (c) The parties understand and agree that nothing in this License will affect the responsibility or authority delegated by the Licenser to the Licensee to administer and enforce rules as contemplated by Section 5 of the Neighbours' Agreement.

**15. PARKING**

- (a) The Licenser will provide the Licensee with the exclusive use of two (2) parking stalls at cost for the Term of the License. The Licensee's access to the Licensed Property from the common areas of the Building will be by foot, stroller, hand cart, wheel chair or a similar mobility device, but this right to access will not permit the use of bicycles, skate boards, roller blades or similar devices.

- (b) The Licensee, any permitted sublicensee and their respective officers, employees, suppliers, invitees and other persons having business with the Licensee will be prohibited from using any part of the Campus designated for parking except as may be permitted from time to time by the University of British Columbia.
- (c) Should the Licensee, its officers, employees, suppliers or invitees park vehicles in areas not allocated for that purpose, the Licensee and the Ministry will have the right to remove the trespassing vehicles and the Licensee will indemnify and save harmless the Licensor from any costs, claims, damage, liability and expense from any claims by third parties arising out of the removal of trespassing vehicles.

**16. SECURITY**

The Licensee is solely responsible for providing security services and patrols to the Licensed Property during the Term. The Licensee and the Licensor agree that they will meet from time to time during the Term to review and coordinate solutions to security issues that arise in respect of the Licensed Property and the Campus.

**17. ENTRY**

If the Licensor wishes to enter, or to permit governmental bodies, public utilities or other persons having demonstrated a need to enter, upon Licensed Property 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 Licensor will apply in writing for the consent of the Licensee specifying the reason for entry or the nature and extent of such easement or right-of-way. The Licensee will not unreasonably withhold its consent to such entry or to such easement or right-of-way.

**18. INSPECTION OF THE LICENSED PROPERTY**

- (a) The Licensor, its servants, agents, contractors and representatives, will be entitled at all reasonable times (after written notice given to the Licensee specifying the purpose) to enter the Licensed Property and any improvement thereon for any of the following purposes:
  - (i) inspecting the same;
  - (ii) inspecting the performance by the Licensee of the terms, covenants, agreements and conditions of this License, and by any permitted sublicensee claiming by, through or under the Licensee of any of its obligations under its License;
  - (iii) posting and keeping posted thereon notices as required or permitted by any Law and Regulation;
  - (iv) conducting an environmental audit; or
  - (v) any other reasonable purpose.

- (b) In the event of a chemical spill or any other incident related to hazardous materials being exposed or after receiving a complaint, the Licensor will have the right of immediate access to the Licensed Property to inspect facilities and/or operations as necessary.

**19. PAYMENT OF TRADES, ETC.**

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

**20. CONTESTING OF LIENS**

If the Licensee bona fide intends to contest any lien or claim of the nature described in paragraph 20 herein or any governmental charge, the Licensee will notify the Licensor of such intention within 30 days after the Licensee learns of such lien or claim, or at least 30 days prior to the due date of such governmental charge, and if the Licensor so requires, will promptly provide security in favour of the Licensor or the claimant for the payment thereof which is reasonable and satisfactory to the Licensor. The Licensor will be entitled to take and to require the Licensee to take or cause to be taken, all steps available to cause any lien or claim of lien filed against the title to the Land and any other affected portion of the Campus to be discharged therefrom provided that such steps do not materially prejudice or unreasonably interfere with the Licensee's position in the dispute. If the Licensee complies with the foregoing it will not be in default hereunder and the Licensor will not satisfy, discharge or pay, or cause the Licensee to satisfy, discharge or pay such lien, claim or governmental charge until the same becomes legally due and payable and is required to be paid by statute or by order of a Court or other competent tribunal, in which case the Licensee will satisfy, discharge or cause to be satisfied or discharged, such lien or claim or pay such governmental charge, and all penalties, interests and costs in connection therewith. The satisfaction and discharge of any such lien, claim or governmental charge will be made before execution is had upon any judgment rendered thereof and before commencement of any proceeding on account thereof subsequent to judgment to sell the Land. In the event of any such contest, execution or proceeding the Licensee will indemnify and save harmless the Licensor against all costs, expense and damage resulting therefrom.

**21. DEFAULT AND TERMINATION**

- (a) If the Licensee:
  - (i) fails or neglects to make any payment due to the Licensor, in accordance with the terms of this License, within 30 days after the Licensor gives to the Licensee written notice that the payment is overdue; or
  - (ii) 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 Lessor gives to the Licensee written notice of such default; or

- (iii) uses the Licensed Property for a purpose other than the Permitted Use, and the Licensee fails or neglects to cure this default within 60 days after the Lessor gives the Licensee written notice of such default; or
- (iv) assigns, sublicenses, parts with possession of all or any part of the Licensed Property contrary to paragraph 8 herein and the Licensee fails or neglects to cure this default within 60 days after the Lessor gives the Licensee written notice of such default; or
- (v) 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
- (vi) abandons the Licensed Property,

then in each event the Lessor may terminate this License by written notice to the Licensee at least 10 days in advance of the effective date of termination. The Licensee may dispute the Lessor's decision to terminate this License, by referring the matter to the dispute resolution process set out in Section 26 of the Neighbours' Agreement. For the purposes of Section 26.2 of the Neighbours' Agreement, the reasonable period within which the Licensee may refer the matter to the UNA Representative and the UBC Representative will be conclusively deemed to be 10 days from the delivery of such written notice of termination by the Lessor to the Licensee. If the matter is referred for determination pursuant to Section 26 of the Neighbours' Agreement, then the effect of the notice of termination will be suspended until the dispute resolution process contemplated by Section 26 of the Neighbours' Agreement has been completed.

- (b) In the event of destruction of the Building whether in whole or in part due to fire, earthquakes, Act of God, or any other cause, neither the Lessor nor the Licensee will be obliged to rebuild, or reconstruct the Building except to the extent that insurance proceeds are available to do so.
- (c) Should the Sublandlord and the Lessor enter into a dispute, discussions, negotiations, or other communications that may result in the surrender or any other form of termination of the Sublease, the Lessor will give notice to the Licensee, in writing, as soon as practicable.
- (d) Upon any termination of this License, the Licensee will forthwith vacate the licensed Property leaving the Licensed Property in the state in which it is required to be maintained by this License.

## **22. OCCUPATION OF THE LICENSED PROPERTY**

This License grants the Licensee a contractual right to use and occupy the Licensed Property, and does not grant any interest in and to the Land or any part thereof. If the Licensee without default pays the amounts described in Section 3 of this License, at the times and in the manner herein provided and keeps and performs all the terms, covenants and agreements contained in this License that are required to be kept

and performed by the Licensee, the Licensee may continue to occupy the Licensed Property for the Term without any interruption or disturbance from the Licensor, its successors or assigns or any other person or persons lawfully claiming by, from or under the Licensor or any of them, but subject always to the rights of the Licensor set out in this License.

**23. EASEMENT AND RIGHT-OF-WAY**

The Licensor will grant to the Licensee such easements and rights-of-way as may be requested in writing if such, in the opinion of the Licensor, are reasonably required to enable the Licensee to use the Licensed Property for the Permitted Purposes. The granting of such interests in land will be subject to any required approval required by the University Act.

**24. FORCE MAJEURE**

If the Licensor or the Licensee default in the performance of their respective covenants hereunder due to strike, lock out or other labour unrest (including a lock out commenced by the licensor), Act of God or through any cause beyond the reasonable control of the Licensor or the Licensee, the Licensor or the Licensee, as the case may be, will be exempt from the liability for such default, except that the Licensee will not be excused from its financial obligations hereof provided, however, that the Licensor or the Licensee, as the case may be, will take all reasonable steps to remove the cause of default and to resume observance of the covenants, conditions and provisos hereof forthwith after the cause of default has been removed.

**25. NO PARTNERSHIP OR JOINT VENTURE**

It is understood and agreed that:

- (a) nothing contained in this License, nor will any acts of the Licensor and Licensee, be deemed to create a partnership or joint venture or any relationship between the Licensor and Licensee other than the relationship of Licensor and Licensee, and
- (b) the Licensee is solely responsible for operating the Licensed Property.

The Licensee will ensure that all promotional materials related to the Licensed Property, including but not limited to brochures, websites, signs and other forms of advertising (print, radio, television and internet), will clearly state that the Licensee, or if applicable, the permitted sublicensee, is the exclusive operator of the Licensed Property.

**26. NON-WAIVER OF DEFAULT**

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

**27. TIME**

Time will be of the essence of this License.

**28. SEVERABILITY**

In the event that any paragraph of this License will be held to be indefinite, invalid, illegal, or otherwise voidable or unenforceable, the entire License will not fail on account thereof, and the balance of the License will continue in full force and effect.

**29. ENUREMENT**

This License will be binding upon and enure to the benefit of the Licensor's and the Licensee's successors and permitted assigns.

**30. NOTICE**

Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this License will be given or made in writing and may be either delivered personally, by prepaid courier or sent by electronic mail, addressed to the Licensor at:

The University of British Columbia  
Old Administration Building  
Room 225 - 6328 Memorial Road  
Vancouver, BC, V6T 1Z2  
[treasury.leasing@ubc.ca](mailto:treasury.leasing@ubc.ca)  
Attention: Manager, Treasury Contracts & Real Estate

or addressed to the Licensee at:

**University Neighbourhoods Association**  
202-5923 Berton Avenue  
Vancouver, British Columbia, V6S 0B3  
[cao@myuna.ca](mailto:cao@myuna.ca)  
Attn: Chief Administrative Office

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 will be, if delivered, when delivered, and if sent by electronic mail, then the date and time as indicated on the timestamp of the recipient's electronic mail system.

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



**THE UNIVERSITY OF BRITISH COLUMBIA**

By: \_\_\_\_\_  
Name:  
Title:

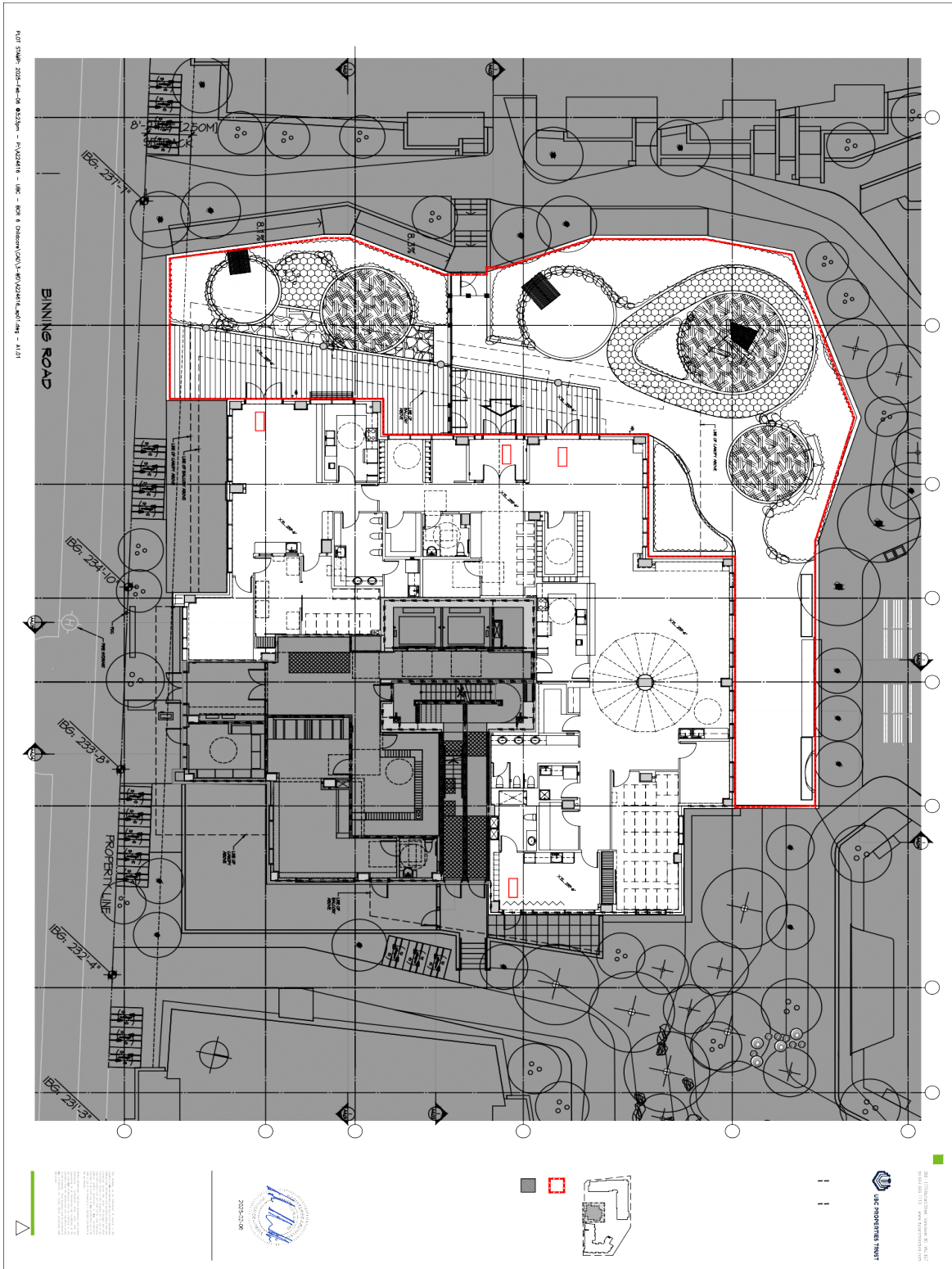
By: \_\_\_\_\_  
Name:  
Title:

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

By: \_\_\_\_\_  
Name:  
Title:

# Schedule "A"

## Floor Plan of Licensed Property





**Report Date:** January 13, 2026  
**Meeting Date:** January 20, 2026  
**From:** Wegland Sit, Operations Manager  
**Subject:** BC Hydro - UNA Fast Charging Stations Maintenance Agreement Report

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## Background

Since its introduction in 2018 and subsequent expansion in 2020, the BC Hydro Fast Charging station on Webber Lane has seen consistent use by the Wesbrook and surrounding communities. Building on this success, a new station will be located at Ross Drive North. The following report details the updated maintenance agreement between the UNA and BC Hydro for this expansion.

## Decision Requested

*THAT the Board approve the BC Hydro –Maintenance Agreement (Electrical Vehicle Charging Stations), and authorize the Chief Administrative Officer to execute the agreements.*

## Discussion

### EV Charging Infrastructure: Background & Evolution

Back in 2018, the UNA, in partnership with UBC, UBC Properties Trust, and BC Hydro, has expanded electric vehicle (EV) charging infrastructure through the Electric Vehicle Charging Initiative.

### Strategic Importance & Regional Coverage

The introduction of the Level 3 (DC Fast Charging) station at Webber Lane was a significant milestone, marking the first high-speed charging hub on the western Vancouver peninsula. Notably, it remains the only fast-charging option located northwest of the Arbutus Street and 41st Avenue corridor. These Level 3 units provide critical efficiency for the community, capable of charging a vehicle to 80% in approximately 20 - 30 minutes.

### Funding & Development Phases

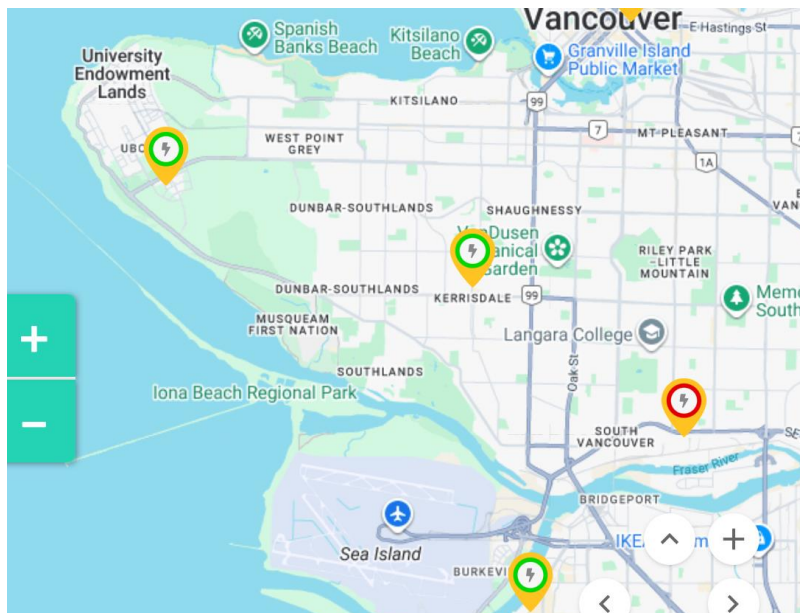
The initial infrastructure was funded via the Car Share Fund, which is composed of contributions from residential developments in Wesbrook Place as part of UBC's REAP (Residential Environmental Assessment Program) green building requirements.

- April 24, 2018: The first BC Hydro station was launched, initially offering free service to encourage EV adoption.
- 2019 Expansion: Leveraging NRCan funding for the next phase of DC Fast Charging, BC Hydro expanded the Webber Lane site into a "twin" station, doubling the available connectors.
- May 1, 2021: In alignment with provincial standards, BC Hydro transitioned the network from a free model to a paid public charging system.

## Operational and Maintenance Agreement

Under the current operational framework, responsibilities are divided to ensure maximum uptime and safety:

- BC Hydro: Responsible for the technical operation, equipment + electrical maintenance, and software servicing of the charging units.
- The UNA: Responsible for the maintenance of the surrounding site, including snow removal, debris clearing, and ensuring unobstructed physical access for residents and visitors to the charging station.



Map 1 – BC Hydro Charging Stations Map

## New Station Site Selection: Ross Drive

Following the sustained high demand at the Webber Lane charging station, BC Hydro approached the UNA and UBC in September 2023 to explore a second location. The

goal was to establish a multi-unit Direct Current Fast Charging (DCFC) hub, specifically targeting the **Wesbrook Village** area near the future elementary school site.

### Site Evaluation & Selection Criteria

The UNA Operations Department participated in a joint siting process to evaluate potential locations. Two primary sites were shortlisted based on several key operational requirements:

- **Proximity to Amenities:** Ensuring the chargers are within walking distance of the commercial district.
- **Resident Impact:** Selecting locations that minimize noise disturbance to adjacent residential units.
- **Technical Viability:** Proximity to existing BC Hydro infrastructure to power the equipment and to reduce installation costs and complexity.

Two potential sites were initially identified:

1. **Site A (North):** Located immediately adjacent to the Wesbrook Community Field.
2. **Site B (South):** Located one parking layby further south along Ross Drive.

Ultimately, **Site B (the southern location)** was selected as the preferred site. While both locations met the proximity criteria, Site A was found to have underground infrastructure conflicts that made construction unfeasible.



Map 2 – BC Hydro Charging Stations Potential Siting Map

## Project Timeline & Reactivation

Following the site selection, the project faced unforeseen delays and was placed on hold in April 2024. However, in late 2025, the project was officially re-activated. The UNA is now working closely with BC Hydro to finalize the maintenance agreement before moving toward the construction phase.

Official project documentation for the new charging station (SLP25061) was circulated in late December 2025. The project is now in the final permit approval stage.

The project is expected to move into the construction and installation phase with a streamlined timeline for completion in early 2026.

## Charging Capacity

The Ross Drive High-Speed charging station is designed as a high-capacity hub to meet the growing needs of the UNA community and beyond. The technical specifications include:

- **Infrastructure:** Three (3) high-speed DC Fast Charging units.
- **Connectivity:** Six (6) high-speed charging connectors.



- The site will be capable of supporting six vehicles charging simultaneously, significantly reducing wait times compared to the current Webber Lane configuration.

### Expected Timeline & Key Dates

- **Construction Commencement:** February 2, 2026
- **Target Completion Date:** February 27, 2026

### Maintenance and Operational Framework

The Maintenance and Operations Agreement for the Ross Drive site is modeled after the successful Webber Lane framework. This ensures continuity in service standards while clearly defining the division of labor between the UNA and BC Hydro, specifically adapted for the Ross Drive location.

The agreement is established for a 10-year term, providing long-term stability for the neighborhood's EV infrastructure.

#### Key Provisions and UNA Obligations

The UNA is responsible for the general day-to-day maintenance and accessibility of the charging area. Key obligations include:

- **24/7 Availability:** Ensuring the site remains available for the operation of the DCFC stations 24 hours a day, year-round.
- **Site maintenance:** Maintaining the charging area (excluding the technical charging units) in a state of good repair. This includes keeping the stalls free of debris and snow to ensure safe, unobstructed public access at all times.
- **Signage and Branding:** Permitting BC Hydro to install necessary equipment, logos, and regulatory signage to designate the parking spaces as dedicated electric vehicle charging stalls.

### Financial Implications

The expansion of the EV charging network to Ross Drive North represents a significant infrastructure improvement with zero capital outlay for the UNA.

#### Capital and Operational Funding

- **Full Project Funding:** BC Hydro is responsible for 100% of the capital costs associated with the design, permit applications, site improvements, equipment procurement, and installation.
- **Ongoing Utility Costs and Maintenance:** BC Hydro assumes all costs related to the ongoing operation of the stations, including electrical consumption, software licensing, and technical repairs.

The UNA Operations Department expects the long-term impact on internal resources to be negligible for the following reasons:

- **Integrated Maintenance:** The maintenance requirements for the charging site align with existing UNA sidewalk standards. Since the UNA already performs debris and safety clean up in this area, the addition of the charging stalls does not require a significant increase in staff hours or specialized equipment.
- **Snow and Ice Management:** As Ross Drive is a part of [UBC Priority Snow Route](#), the UBC snow and ice removal team will manage the roadway clearing. The UNA will be responsible for ensuring the immediate area around the chargers remains accessible, consistent with current sidewalk snow removal protocols.

## Operational Implications

The UNA Operations Department does not foresee a significant shift in its day-to-day responsibilities following the activation of the Ross Drive North station. The project is designed to integrate seamlessly into existing municipal workflows.

BC Hydro remains the primary service provider, responsible for the technical operation and maintenance of the DCFC units, as well as the delivery of charging services to the public.

The UNA's role remains focused site maintenance—ensuring that the location remains accessible, safe, and dedicated to its intended purpose.

The proposed operation model for the Ross Drive station aligns directly with the UNA's existing service delivery framework. By utilizing established maintenance templates, the expansion project does not necessitate a restructuring of current operational resources or the hiring of additional personnel.

## Strategic Objective

Organizational Capacity





**Attachments**

- [BC Hydro – UNA Maintenance Agreement Electrical Vehicle Charging Station](#)

**Concurrence**

N/A

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wegland Sit', positioned above a horizontal line.

Wegland Sit  
Operations Manager

A handwritten signature in black ink, appearing to read 'Paul Thorkelsson', positioned above a horizontal line.

Paul Thorkelsson  
Chief Administrative Officer

**MAINTENANCE AGREEMENT  
(ELECTRICAL VEHICLE CHARGING STATION)**

THIS AGREEMENT dated as of the 9<sup>th</sup> day of December, 2025.

BETWEEN:

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**  
202 – 5923 Berton Avenue  
Vancouver, British Columbia, V6S 0B3

(the “**Association**”)

AND:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**  
c/o Properties, 13th Floor - 333 Dunsmuir Street,  
Vancouver, BC V6B 5R3

(“**BC Hydro**”)

**BACKGROUND**

- A. BC Hydro is authorized to use the following lands in Vancouver, British Columbia:
- (a) the lands described in the MOTT Licence (the “**MOTT Land**”); and
  - (b) a portion of the lands owned by the University of British Columbia (the “**University**”) legally described as Parcel Identifier: 012-132-896 and located on Ross Drive (the “**University Land**”),
- (the MOTT Land and University Land collectively, the “**Licensed Areas**”);
- B. BC Hydro has been granted a MOTT Licence for the purpose of installing and operating electric vehicle charging stations and for the use of certain parking stalls as dedicated electric charging stalls;
- C. BC Hydro has been granted the University Licence for the use of the University Land for the Charging Stations and Infrastructure;
- D. BC Hydro shall manage the day-to-day operation of the Charging Stations; and
- E. The Association is authorized by the Owner to manage the day-to-day maintenance and supervision of the Licensed Areas.

**AGREEMENTS**

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

## PART 1 - DEFINITIONS

- 1.1. Definitions.** In this Agreement, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 1 attached hereto. Any reference to “BC Hydro” includes, where the context allows the servants, employees, agents, invitees and licensees of BC Hydro and all others over whom BC Hydro may reasonably be expected to exercise control, including Powertech Labs Inc.

## PART 2 - TERM

- 2.1 Term.** This Maintenance Agreement shall be for a term of ten (10) years which will commence on November 1, 2025 (the “**Commencement Date**”) and end on October 31, 2035 (the “**Term**”) unless terminated in accordance with this Maintenance Agreement.
- 2.2 Renewal.** In consideration of the sum of \$1, which sum is non-refundable, now paid by BC Hydro to the Association (the receipt and sufficiency of which is acknowledged by the Association), upon receiving written notice from the BC Hydro at least six (6) months prior to the expiration of the Term, the Association will renew this Maintenance Agreement, for a further term of ten (10) years on the same on the same terms and conditions as this Maintenance Agreement except this right of renewal.

## PART 3 – 24/7 ACCESS

- 3.1 24/7 Access.** The Association and BC Hydro acknowledge and agree that BC Hydro may exercise its rights under the MOTT Licence and the University Licence at all times by day or night and the Association shall do such further acts and things as may be reasonably necessary to permit such exercise.

## PART 4 - LICENSEE COVENANTS

- 4.1 BC Hydro Covenants.** BC Hydro covenants and agrees as follows:
- (a) to conduct the Permitted Purposes in compliance with all applicable laws, ordinances, rules and regulations of Government Authorities now in force or hereafter in force; and
  - (b) to pay one hundred percent (100%) of all utility costs and other costs directly attributable to the Improvements.

## PART 5 - MAINTENANCE, REPAIRS AND SUPERVISION

- 5.1 BC Hydro’s Maintenance and Repairs.** BC Hydro will throughout the Term:
- (a) be responsible for all maintenance, repairs and replacements of the Improvements;
  - (b) not be responsible for any maintenance or repairs to the Licensed Areas, except for any damage caused to such areas by BC Hydro or those for whom BC Hydro is responsible at law; and
  - (c) at its cost, discharge any builder’s liens filed at any time against the Licensed Areas by reason of any act of BC Hydro, or those for whom BC Hydro is in law responsible.

**5.2 Association's Maintenance, Repairs and Supervision.** The Association will, at its cost, throughout the Term:

- (a) keep or cause to be kept all of the Licensed Areas (other than the Improvements):
  - (i) in good and substantial repair (reasonable wear and tear, and damage caused to the Licensed Areas by BC Hydro or those for whom BC Hydro is responsible at law excepted); and
  - (ii) free of debris (including snow), garbage, trash and/or refuse and in neat and tidy condition.
- (b) clear snow and ice from the MOTT Land and any access roads and/or drive aisles on the MOTT Land or adjacent MOTT or University land at regular intervals to ensure safe public access to the Charging Stations but the Association shall not be required to clear snow and ice more frequently than it clears other roadways or parking areas, or to a higher standard;
- (c) maintain or cause to be maintained all parking stalls located within the Licensed Areas (collectively, the "**Licensed Parking Spaces**") in accordance with the requirements of the applicable Government Authority and in a manner suitable for use for the parking of motor vehicles;
- (d) include or cause to be included the Licensed Areas in the Association security supervision operations to guard against theft, personal injury, and other threats to security;
- (e) keep the Licensed Areas well lit, but the Association shall not be required to:
  - (i) repair or maintain streetlights within or adjacent to the Licensed Areas more frequently than it repairs or maintains other streetlights, or to a higher standard; or
  - (ii) repair or maintain BC Hydro's Lighting (if any) on the Licensed Areas;
- (f) reimburse BC Hydro for the repair of any damage caused to any part of the Improvements to the extent caused by or through the negligent act or omission of the Association, or those for whom the Association is in law responsible; and
- (g) discharge any builder's liens filed at any time against the Licensed Areas by reason of any act of the Association, or those for whom the Association is in law responsible.

**5.3 Licensee Self-Help Remedy.** Notwithstanding anything to the contrary herein, if the Association:

- (a) fails to perform its obligations under Section 5.2.(a)(i) and (ii) within forty-eight (48) hours of written notice from BC Hydro; or
- (b) fails to observe or perform any other of the terms, covenants or conditions of this Agreement to be observed or performed by the Association provided BC Hydro first gives the Association twenty-one (21) days written notice of any such failure to perform and the Association within such period of twenty-one (21) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform,

then BC Hydro shall be entitled to take such steps as it deems advisable to correct such defaults without liability to the Association, and the Association shall pay to BC Hydro forthwith upon demand all costs and expenses incurred by BC Hydro in so doing.

- 5.4 Association Covenant Not to Impair.** The Association shall not take any action that would impair use of the Licensed Areas or the Improvements. The Association shall not knowingly allow another party to impair use of the Licensed Areas or the Improvements. The Association agrees to notify BC Hydro within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Licensed Areas and/or the Improvements, or (ii) it obtains knowledge of a needed repair to the Improvements. The Association acknowledges and agrees that BC Hydro shall have all rights at law or in equity against the Association if the Association causes impairments of the Licensed Areas and/or the Improvements. If non-electric vehicles repeatedly park in the Licensed Parking Spaces, thereby impairing use of the Licensed Parking Spaces and/or the Improvements, or if motorists repeatedly park in such Licensed Parking Spaces for greater than the permitted duration, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment.

## **PART 6 – ASSIGNMENT**

- 6.1 Assignment by Licensee.** BC Hydro will not assign, mortgage, or encumber this Agreement in whole or in part without the prior written consent of the Association, which consent shall not be unreasonably withheld or delayed.
- 6.2 Assignment by The Association.** The Association will not transfer any interest in this Agreement, in whole or in part, without the prior written consent of BC Hydro, which consent shall not be unreasonably withheld or delayed.

## **PART 7 – AUTOMATIC TERMINATION**

- 7.1 Automatic Termination.** Notwithstanding anything to the contrary in this Agreement, the Association and BC Hydro acknowledge and agree that if the MOTT Licence or the University Licence terminates for any reason whatsoever, then this Agreement shall automatically be terminated concurrent therewith.
- 7.2 Termination by Association.** Notwithstanding anything to the contrary in this Maintenance Agreement, the Association and the Licensee acknowledge and agree that if the Association's agreement (Neighbours' Agreement 2024) with the University of British Columbia ends or is otherwise terminated in accordance with the terms of that Agreement, then the Association may terminate this Maintenance Agreement immediately and the Association shall notify the Licensee within 48 hours.

## **PART 8 - MISCELLANEOUS**

- 8.1 BC Hydro Signage.** It is acknowledged and agreed that BC Hydro may install signage and logos on or within the Licensed Areas (collectively, the "**Signage**"), including for the purposes of denoting that the Licensed Parking Spaces are to be used as dedicated electric charging stalls.
- 8.2 No Partnership.** The Association does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of BC Hydro.
- 8.3 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other.

- 8.4 No Waiver.** No obligation in this Agreement will be considered to have been waived by The Association unless the waiver is in writing and signed.
- 8.5 Unavoidable Delay.** If either the Association or BC Hydro is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Agreement by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.
- 8.6 Notices.** Any notice to be given under this Agreement will be in writing and will be considered to be given to BC Hydro if delivered by hand or courier to BC Hydro or mailed to the following addresses and contacts:

c/o Properties, 13<sup>th</sup> Floor - 333 Dunsmuir Street,  
Vancouver, B.C. V6B 5R3  
Attention: Manager (Property Leasing Sales Services)  
Email: leasing@bchydro.com

Any notice to be given under this Agreement will be considered to be given to the Association if delivered by hand or courier to the Association or mailed to the following address and contact:

Attention: Paul Thorkelsson  
Chief Administrative Officer  
University Neighbourhoods Association  
t. (604) 639-4591  
Email: paul.thorkelsson@myuna.ca

The Association or BC Hydro may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above. Notices will be considered to have been received, if delivered by hand or courier upon delivery, or if mailed upon the fifth Business Day following posting.

- 8.7 Time of Essence.** Time will be of the essence in this Agreement.
- 8.8 Severance.** If any provision of this Agreement or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Agreement or its application will not be affected.
- 8.9 No Modification.** No representation, understanding or agreement has been made or relied upon except as expressly set out in this Agreement. This Agreement may only be modified in writing signed by each party against whom the modification is enforceable.
- 8.10 Successors.** This Agreement binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable).
- 8.11 Peaceful Surrender.** BC Hydro will at the expiration or sooner determination of the Term, immediately surrender the Licensed Areas in a peaceable way and in the state of repair specified in this Agreement.

- 8.12 Counterparts.** This Agreement may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.
- 8.13 Delivery.** This Agreement or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Agreement will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.
- 8.14 Schedules.** The following Schedules attached to this Agreement forms part of this Agreement, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this Agreement:

Schedule 1 – Defined Terms

Schedule 2 – Copy of the MOTT Licence

Schedule 3 – Copy of the University Licence

For greater certainty, and notwithstanding anything to the contrary herein, the Association and BC Hydro acknowledge and agree that the terms and conditions of the MOTT Licence and the University Licence are binding only as between BC Hydro and MOTT and the University, respectively.

- 8.15 Including.** The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

By its authorized signatory(ies):

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

By its authorized signatory:

\_\_\_\_\_  
Name: Kim Larter

Title: Manager, Properties, Leasing Services

## SCHEDULE 1

### Defined Terms

**“BC Hydro’s Lighting”** means street lighting installed or to be installed by the BC Hydro, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works on or within the Licensed Areas for the purpose of illuminating the Licensed Areas, the Charging Stations and the Infrastructure;

**“Business Day”** means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

**“Canopy”** means a cover or other form of shelter, to cover the Charging Stations and those portions of the Licensed Areas as determined by BC Hydro in its sole discretion;

**“Charging Stations”** means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and Kiosks, and all ancillary appliances and fittings, including any associated protective installations, and related work now or hereafter installed on or within the Licensed Areas by or on behalf of BC Hydro;

**“Government Authority”** means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

**“Improvements”** collectively means the Charging Stations, the Infrastructure, the Signage, the BC Hydro’s Lighting (if any) and the Canopy (if any);

**“Infrastructure”** means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Stations, including: Kiosks, poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works;

**“Kiosks”** means one or more pad-mounted power distribution and metering cabinets, in any combination, configuration and using any type of technology or means, necessary or convenient for the purpose of distributing electricity and powering electric charging stations, together with all ancillary appliances and fittings, including any associated protective installations, and related works;

**“Licensed Areas”** has the meaning set out in recital A to this Agreement;

**“Licensed Parking Spaces”** has the meaning set out in Section 5.2(c);

**“MOTT”** means His Majesty the King in Right of the Province of British Columbia, as represented by the Minister of Transportation and Transit;

**“MOTT Land”** has the meaning set out in recital A to this Agreement; and

**“MOTT Licence”** means a licence of occupation over the MOTT Land dated November 10, 2025 issued by MOTT, a copy of which is attached as Schedule 2 to this Agreement;



**“Permitted Purposes”** means: (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls; and (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Improvements; and (iii) all purposes reasonably ancillary to the foregoing;

**“Signage”** has the meaning set out in Section 8.1;

**“Term”** has the meaning set out in section 2.1;

**“Unavoidable Delay”** means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Agreement, but does not include any insolvency, lack of funds or other financial reason;

**“University”** has the meaning set out in recital B to this Agreement;

**“University Land”** has the meaning set out in recital A to this Agreement;

**“University Licence”** means the licence of occupation between the University and BC Hydro dated February 26, 2025, a copy of which is attached as Schedule 3 to this Agreement;

**SCHEDULE 2**  
**COPY OF MOTT LICENCE**



THIS AGREEMENT is made under section 62 of the *Transportation Act* and is dated for reference November 10, 2025.

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister responsible for the *Transportation Act*,

(the “**Province**”)

AND

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, a corporation continued by the *British Columbia Hydro and Power Authority Act*,

(“**BC Hydro**”)

**WHEREAS:**

- A. The Land is a provincial public highway (as defined in the *Transportation Act*) and, in accordance with section 58 of the *Transportation Act*, the BCTFA holds all of the Province’s right to and title in the soil and freehold of the Land;
- B. the Province may, pursuant to subsections 58(3) and 62(1) of the *Transportation Act*, authorize any person to use or occupy a provincial public highway;
- C. the Province and BC Hydro, along with the Ministry of Energy and Climate Solutions, have executed the *Transportation Electrification Strategic Collaboration Memorandum of Understanding* (“the MOU”) dated for reference October 16, 2023; and
- D. BC Hydro wishes to use and occupy the Land for the purpose of constructing and operating Improvements for the purposes of charging multiple electric vehicles and for the use of certain parking stalls as dedicated electric charging stalls, and the Province has agreed to permit it to do so in accordance with the terms and conditions of this Agreement.

For valuable consideration, the parties agree as follows:

**AGREEMENTS:**

## **ARTICLE 1 - DEFINITIONS**

1.1 In this Agreement,

“**Ancillary Areas**” has the meaning set out in Section 4.1;



**"Agreement"** means this License of occupation;

**"BCTFA"** means BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

**"BC Hydro's Lighting"** means street lighting installed or to be installed by BC Hydro, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works on or within the Land for the purpose of illuminating the Land, the Charging Stations and the Infrastructure;

**"BC Hydro's Paving"** means any asphalt or paving installed or to be installed by BC Hydro on the Land necessary or convenient for the use of the Licensed Parking Spaces as dedicated electric charging stalls, including better access to the Charging Stations;

**"BC Hydro Signage"** has the meaning set out in Section 5.3(l);

**"EV Maintenance Services"** means the mutual understanding of the Province and BC Hydro regarding each party's responsibility to maintain and repair the Improvements, Land and Ancillary Areas, as described in Schedule B attached hereto;

**"Canopy"** means a cover or other form of shelter, to cover the Charging Stations and portions of the Land;

**"Contaminants"** means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls ("PCBs"), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws.

**"Commencement Date"** means November 10, 2025;

**"Charging Stations"** means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and Kiosks, and all ancillary appliances and fittings, including any associated protective installations, and related works;

**"Fee"** means the fee set out in Article 3;

**"Improvements"** means collectively the Charging Stations, Infrastructure, BC Hydro Signage, BC Hydro's Lighting (if any), the Canopy (if any), and BC Hydro's Paving (if any), and any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land in direct connection with such purposes;

**"Infrastructure"** means all things and components, in any combination and using any type of



technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Stations, including: Kiosks, poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works;

**"Kiosks"** means one or more pad-mounted power distribution and metering cabinets, in any combination, configuration and using any type of technology or means, necessary or convenient for the purpose of distributing electricity and powering electric charging stations, together with all ancillary appliances and fittings, including any associated protective installations, and related works;

**"Land"** means the portion of land shown outlined by bold line in Schedule A;

**"Licensed Parking Spaces"** has the meaning set out in Section 5.3(l);

**"Ministry"** means the Ministry of Transportation and Transit of the Province of British Columbia;

**"Ministry Representative"** means the person identified as such pursuant to Article 11;

**"Permitted Purposes"** means: (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls; and (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Improvements; and (iii) all purposes reasonably ancillary to the foregoing;

**"Relocated Area"** has the meaning set out in Section 5.2(g);

**"Replacement License"** has the meaning set out in Section 5.2(g);

**"Realty Taxes"** means all taxes, rates, levies, duties, charges and assessments lawfully levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them; and

**"Term"** means the period of time set out in section 2.2.

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, the Province grants BC Hydro a License of occupation over the Land for the Permitted Purposes and BC Hydro acknowledges that this Agreement does not grant it the exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date, and continues for so long as the Land is required by BC Hydro for the purposes set out in section 2.1 above, subject to earlier termination as provided for in this Agreement.



### ARTICLE 3 - FEE

- 3.1 The fee for the Term of this license is \$1.00, receipt and sufficiency of which is acknowledged.

### ARTICLE 4 - ANCILLARY AREAS

- 4.1 **Ancillary Areas.** The Province hereby grants to BC Hydro, during the Term, a non-exclusive right and license over:
- (a) such portions of the Ministry rights of way adjacent to the Land as are reasonably required by BC Hydro for the purposes of:
    - (i) ingress and egress to and from the Land; and
    - (ii) constructing, installing, erecting, stringing, operating, maintaining, removing and repairing the Infrastructure; and
  - (b) the common access road, if a common access road is present on the adjacent Ministry rights of way,
- (collectively, the “**Ancillary Areas**”).
- 4.2 **24/7 Access.** The Province and BC Hydro acknowledge and agree that Lands, Ancillary Areas and adjacent highways are provincial public highways and are operated by the Province pursuant to its highway maintenance standards and policies. The parties intend that BC Hydro be able to exercise its rights under Section 4.1 at all times by day or night, provided that the Province’s operation of highways and the right of way of which the Land is a part may affect access and use of the Lands. The Province will make commercially reasonable efforts to notify BC Hydro of and to mitigate such impacts on BC Hydro’s use of the Land and access by the public to the Land, including making reasonable efforts to provide alternative access to the Land.

### ARTICLE 5 - COVENANTS

- 5.1 **Payments.** BC Hydro must:
- (a) pay, when due:
    - (i) the Fee to the Province at the address set out in Article 11;
    - (ii) the Realty Taxes, as may be applicable to the Improvements;
    - (iii) all charges for maintenance, electricity, gas, water and other utilities supplied to the Improvements, subject to sections 5.3 and 5.4; and



- (iv) all other money required to be paid by it under this Agreement; and
- (b) deliver to the Province, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by it under this Agreement.

**5.2 Design and Construction.** BC Hydro must:

- (a) provide design drawings and specifications to, and obtain the written approval of, the Ministry Representative before constructing any Improvement on the Land;
- (b) give at least seven days' notice to the Ministry Representative before any work that may require opening up any highway or interfering with any public work. Where any work may directly or indirectly impact the public highway, BC Hydro must submit and receive approval for a Lane Closure Request/Work Notification form and a Traffic Management Plan, consistent with the Ministry of Transportation and Transit's standards for Traffic Management Plans;
- (c) where its work comes in contact with or affects any bridge, culvert, ditch, or other existing work of the Province, properly maintain and support such existing work so as not to interfere with its proper function, and on completion completely restore the Province's existing work as closely as is practically possible to its condition as it was immediately prior to the commencement of such BC Hydro work;
- (d) upon completion of the construction of the Improvements, restore the road grade, surface, shoulders and ditches affected by the work, and remove all surplus material from the Land;
- (e) for any works that are "engineering" as defined in the *Engineers and Geoscientists Act*, RSBC 1996, c. 116, have such work performed by a Professional Engineer, and comply with the Ministry's Engineer of Record and Field Review Guidelines;
- (f) be the Prime Contractor, or enter into a written agreement with a qualified third party to act as Prime Contractor, for the purposes of the work undertaken pursuant to this Agreement, observe and perform all of the duties and obligations which fall to be discharged by the Prime Contractor pursuant to the *Workers Compensation Act*, RSBC 1996, c. 492, and the *Occupational Health and Safety Regulation*, and carry out all work in accordance with the *Occupational Health and Safety Regulation*. BC Hydro acknowledges that the following hazards may be present at the work location and must be considered in coordinating site safety: overhead hazards, including electrical or telecommunications lines; buried utilities, including electrical, telecommunication, and gas lines; traffic, danger trees, falling rocks, and sharp or infectious litter;
- (g) For greater certainty and subject section 4.2, BC Hydro may construct, install, erect, string, operate, maintain, remove, repair, and replace the Improvements on the Land at any time, and from time to time, during the Term;
- (h) after receiving notice from the Province that it intends to construct, extend, alter, or improve



any public work the Province deems will affect or be affected by any Improvements, within 90 days, remove the Improvements from the Land or alter such Improvements to such new positions on the Land, or in such manner as may be necessitated by the construction proposed to be carried out by the Province, subject to the following:

- (i) to the extent that BC Hydro still requires any of the Improvements to serve any customer, the Province will permit BC Hydro to relocate such Improvements to another equivalent area selected by mutual agreement of BC Hydro and the Province, both acting reasonably (the “**Relocated Area**”) and access thereto;
- (ii) the Province will grant to BC Hydro a new License agreement on substantially the same terms and conditions as this Agreement for the Improvements in the Relocated Area (the “**Replacement License**”);
- (iii) upon entering into the Replacement License, BC Hydro will relocate the Improvements to the Relocated Area within a reasonable period of time;
- (iv) once all the Improvements have been relocated by BC Hydro to the Relocated Area (with the exception of any underground Infrastructure) and upon full execution of the Replacement License, BC Hydro will take the necessary steps to cancel this Agreement; and
- (v) the Province will pay to BC Hydro, upon written demand, for all necessary and reasonable costs incurred by BC Hydro associated with the relocation of the Improvements to the Relocated Area and the Replacement License, including equipment and labour costs (collectively, the “**Costs**”) as follows:
  - A. If the Province requests relocation of some or all the Improvements in year 1 to 5 of the Term, the Province will be responsible for one hundred percent (100%) of the Costs; and
  - B. If the Province requests relocation of some or all the Improvements in year 6 to 10 of the Term, the Province will be responsible for fifty percent (50%) of the Costs,

provided that, if the Province requests relocation of some or all the Improvements after year 10 of the Term or due to damage to the Land or Improvements caused by erosion, fire, landslide, earthquake, or other causes outside the reasonable control of the Province, BC Hydro will be responsible for one hundred percent (100%) of the Costs;

- (i) If the Province requests relocation of some or all of the Improvements as a result of repeated safety issues arising from the construction or operation of the Improvements on the Land, BC Hydro will be responsible for fifty percent (50%) of the Costs. Notwithstanding the foregoing, the Province will not request a relocation of the Improvements for safety reasons unless they have consulted with BC Hydro to determine and implement an appropriate and





effective strategy to prevent further safety issues. If such effective strategy cannot be determined by the parties, acting reasonably, or is proven unsuccessful then BC Hydro will relocate the Improvements and pay fifty percent (50%) of the Costs. Any relocation of the Improvements under paragraph 5.2(i) will be completed in accordance with paragraphs 5.2(h)(i) to (iv) of this Agreement; and

- (j) not commence any construction prior to written approval of BC Hydro's *Record of Consultation* with affected First Nations (such roster of First Nations to be determined at the sole discretion the Province) by an authorized Ministry representative.

5.3 **Operation and Maintenance.** The Province and BC Hydro acknowledge and agree that each party will be responsible for certain maintenance and repair services pertaining to the Land, Ancillary Areas and the Improvements pursuant to sections 5.3 of this Agreement and Schedule B, EV Maintenance Services. For greater certainty, BC Hydro acknowledges that the Province's responsibilities are set out for descriptive purposes only and do not create obligations on the part of the Province to perform any work. BC Hydro will, at its costs, throughout the Term:

- (a) use and occupy the Land only in accordance with section 2.1 and for the Permitted Purposes;
- (b) keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the Province acting reasonably, and at its written request, make the Land and the Improvements safe, clean and sanitary;
- (c) maintain and repair the Improvements in a good and workmanlike manner to the satisfaction of the Province, acting reasonably;
- (d) not be responsible for any maintenance or repairs to the Land, except for the Improvements as may be applicable to the Land and any damage caused to such areas by BC Hydro;
- (e) subject to Schedule B, EV Maintenance Services, remove snow and garbage accumulations from the Land, and coordinate and conduct snow removal in compliance with a Ministry approved Maintenance Plan (as defined in Schedule B) that meets or exceeds Ministry standards to maintain safe operations of the Land;
- (f) not commit any wilful or voluntary waste, spoil or destruction on the Land;
- (g) not construct, place, or affix any Improvement on or to the Land except as reasonably necessary for the Permitted Purposes;
- (h) cut or remove timber on or from the Land:
  - (i) only to address an unsafe condition or for the purposes set out in section 2.1; and
  - (ii) in accordance with an agreement issued to it under the *Forest Act*, RSBC 1996, c. 157, to permit the harvest of Crown timber on the Land unless the minister responsible for the *Forest Act* permits the harvest of timber on the Land without the issuance of an agreement under the *Forest Act*;



- (i) permit the Province, or its authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (j) pay one hundred percent (100%) of all utility costs directly attributable to the Improvements;
- (k) where any work will directly or indirectly impact the highway, submit a Lane Closure Request/Work Notification form and a Traffic Management Plan, consistent with the Ministry's standards for Traffic Management Plans prior to beginning work; and
- (l) BC Hydro will provide signage and logos on or within the Land ("**BC Hydro's Signage**"), including for the purposes of denoting that the parking stalls located within the Land (the "**Licensed Parking Spaces**") are to be used as dedicated electric charging stalls and indicating that BC Hydro is the owner and operator of the Charging Stations and provide contact information for user support.

5.4 **The Province's Operation, Maintenance and Repairs.** The Province operates and maintains provincial public highways, including the right of way of which the Land is a part, pursuant to its highway operations standards and policies. BC Hydro acknowledges that, while the Province intends to continue to operate the areas pursuant to such standards and policies, and contracts with a maintenance contractor to deliver such operation and maintenance, the Province does not undertake any obligations to BC Hydro in respect of such operation or maintenance. The parties acknowledge that BC Hydro has no obligation pursuant to this agreement to perform work within the scope of the Province's maintenance contract, and the Province or its maintenance contractor will not pay any fees associated with work performed by BC Hydro in relation to maintaining the Lands. Both parties agree to work in good faith to resolve any operational issues, these discussions should start with local operational contacts for the area.

5.5 **Notice of Impairment.** The Province agrees to notify BC Hydro within a commercially reasonable time if (i) any public work project will impair use of the Land and/or the Improvements, including preventing access to the Land (ii) it has knowledge of third-parties impairing or misusing the Land and/or the Improvements, or (iii) it obtains knowledge of a needed repair to the Improvements.

5.6 **Liability and Indemnity.** BC Hydro must:

- (a) indemnify and save the Province and its servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) harmless against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with:
  - (i) BC Hydro's breach, violation or non-performance of a provision of this Agreement;
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land in relation to its entry upon, use or occupation of the Land; and



- (iii) without limiting paragraph (ii), any environmental liability on or off the Land related to its entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land;

except to the extent caused by or contributed to by the negligence of or breach of this Agreement by the Province or its servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents); and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be payable to the Province immediately upon demand. For greater certainty, any failure by the Province to discharge a non-delegable duty of care relating to BC Hydro's or any third party's negligent acts or negligent omissions will not be deemed to be the negligent act or negligent omission of the Province for the purposes of this indemnity;

- (b) release the Province and its servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) (collectively, the "**Releasees**") from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities arising out of or in connection with:

- (i) any environmental liability on or off the Land related to BC Hydro's entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land; and
- (ii) any damage to or interference with the Improvements,

except to the extent caused by or contributed to by the acts or omissions of the Province, its servants, employees or agents or caused by a breach by the Province of the terms of this Agreement;

and the covenants in this section 5.6 will survive the expiry or earlier termination of this Agreement.

**5.7 Indemnity.** The Province must:

- (a) indemnify and save BC Hydro and its servants, employees and agents harmless against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with:
  - (i) the Province's breach, violation or non-performance of a provision of this Agreement;
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land in relation to its entry upon, use or occupation of the Land; and



- (iii) without limiting paragraph (ii), any environmental liability on or off the Land related to its entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land,

except to the extent caused by or contributed to by the negligence of or breach of this agreement by BC Hydro or its servants, employees and agents; and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be payable to BC Hydro immediately upon demand,

and the covenants in this section 5.7 will survive the expiry or earlier termination of this Agreement.

5.8 **Loss of Profits.** Neither party shall be liable to the other for any loss of profit, loss of revenues or other pure economic loss under any circumstances whatsoever.

5.9 **On Termination.** On the termination of this Agreement, BC Hydro must:

- (a) peaceably quit and deliver to the Province possession of the Land and, subject to subparagraphs (b) and (c) below, the Improvements in a safe, clean and sanitary condition (including, without limitation, to promptly remove and remediate, upon the written request of the Province, any Contaminants from the Land to the extent caused by the entry upon, use or occupation of the Land by BC Hydro and in a manner which conforms to Environmental Laws governing such removal;
- (b) within 60 days, remove from the Land the Improvements, except for any underground Infrastructure which will become property of the Province. If BC Hydro does not remove the Improvements (except for underground Infrastructure), then the Province may have the same removed, the cost will be payable to the Province within thirty (30) days of invoice to BC Hydro, and the Province will not be responsible for any loss or damage to BC Hydro's property. For greater certainty, the Province shall provide BC Hydro with access over such portions of the Land as are reasonably required by BC Hydro for the purposes of removing the Improvements for up to sixty (60) days following the expiration of the Term or the earlier termination of this Agreement;
- (c) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to the Province's satisfaction, acting reasonably;

and all of its right, interest and estate in the Land will be absolutely forfeited to the Province, and to the extent necessary, this covenant will survive the termination of this Agreement.

5.10 **Compliance with Laws.** BC Hydro must:

- (a) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and the



Improvements, or their use and occupation; and

(ii) the provisions of this Agreement.

(b) BC Hydro must not permit any person to do anything it is restricted from doing under this Article.

5.11 **Default.** If BC Hydro defaults in the performance of any of its obligations under this Agreement, where such default, in the sole opinion of the Province, creates or increases a safety risk or hazard to the public, the Province may in its sole discretion remedy the default immediately, provided that the Province will notify BC Hydro immediately of their intended actions and the parties will coordinate an appropriate response to the safety risk or hazard, and otherwise if BC Hydro does not remedy such default within thirty days of receiving written notice from the Province specifying the default, or if the remedy reasonably requires a longer period, if BC Hydro has not commenced to remedy and diligently pursue the remedy, the Province may, in its sole discretion, remedy BC Hydro's default. In either case, BC Hydro agrees to reimburse the Province for all costs incurred by the Province in remedying such default.

## ARTICLE 6 - LIMITATIONS

6.1 **Condition of Land.** BC Hydro agrees with the Province that:

- (a) the Province is under no obligation to provide services to the Land or to maintain or improve adjacent roads, subject to Schedule B of this Agreement;
- (b) the Province will maintain public access to the Land consistent with its operational requirements and maintenance standards for the surrounding highway and right of way;
- (c) BC Hydro releases and discharges the Province from all claims for costs, losses or damages arising directly or indirectly out of work on or related to any Provincial highway or road that is located off the Land; and
- (d) BC Hydro may make no claim for compensation, in damages or otherwise, if the Land becomes unsuitable for the Permitted Purposes by reason of fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the Province.

6.2 **Limitations on Grant.** BC Hydro agrees with the Province that:

- (a) the permission herein granted is only for such times as the Land or public work in, upon, or over which the Improvements are constructed is under the jurisdiction of the Minister of Transportation and Infrastructure. This permission is not to be construed as being granted for all time, and shall not be deemed to vest in BC Hydro any right, title or interest whatsoever in or to the Land. Should the Land at any time be included within an incorporated municipality or city, this permission shall become void, unless the Land is part of a highway duly classified as an arterial highway pursuant to Section 45 of the *Transportation Act*; and



- (b) the permission hereby granted to construct, use, and maintain work is granted without prejudice to the provisions of the *Transportation Act*, or other Acts governing Crown lands and public works or their use by the public.

6.3 **Improvements.** BC Hydro agrees with the Province that:

- (a) This *License of Occupation* is valid only for the Improvements on the Land stated herein. Any alterations or additions to the Improvements that would require an expansion of the Land covered under this *License of Occupation* will require separate Ministry review and approval before alteration or additions are permitted to begin.

6.4 After the expiry or earlier termination of this Agreement, if BC Hydro continues to use the Land or any portion of it, BC Hydro will, in the absence of a written agreement to the contrary, remain subject to all of the provisions of this Agreement, except as to the Term, and except for paragraph 9.3, and the Province may require BC Hydro to terminate its use of the Land immediately on written notice.

**ARTICLE 7 - INSURANCE**

7.1 (Deleted)

**ARTICLE 8 - ASSIGNMENT**

8.1 BC Hydro must not assign, mortgage or transfer this Agreement, without the Province's prior written consent, which consent the Province may withhold in its sole discretion.

**ARTICLE 9 - CANCELLATION**

9.1 BC Hydro agrees with the Province that:

- (a) if it:
  - (i) defaults in the payment of any money payable by it under this Agreement; or
  - (ii) fails to observe, abide by and comply with the provisions of this Agreement;and its default or failure continues for 60 days after the Province gives written notice of the default or failure to it;
- (b) if, in the Province's opinion acting reasonably, it fails to make diligent use of the Land for the purposes set out in this Agreement, and its failure continues for 60 days after the Province gives written notice of the failure to it. For clarity, diligent use of the land includes without limitation the design and construction planning phases for the Improvements;
- (c) if it:



- (i) becomes insolvent or makes an assignment for the general benefit of its creditors;
- (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against it or it consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging it bankrupt under any law relating to bankruptcy or insolvency; or
- (iii) voluntarily enters into an arrangement with its creditors;
- (d) if it is a corporation:
  - (i) a receiver or receiver-manager is appointed to administer or carry on its business; or
  - (ii) an order is made, a resolution passed or a petition filed for its liquidation or winding up;

this Agreement will, at the Province's option and with or without entry, terminate, and all of BC Hydro's right, interest and estate in the Land will be absolutely forfeited to the Province.

- 9.2 If the condition complained of in subsection 9.1(a) or (b) (other than the payment of any money payable by BC Hydro under this Agreement) reasonably requires more time to cure than 60 days, BC Hydro will be deemed to have complied with the remedying of it if BC Hydro commences remedying or curing the condition within 60 days and diligently completes the same.
- 9.3 BC Hydro agrees with the Province that the Province may, on 90 days' written notice to it, terminate this Agreement or amend the Land set out in Schedule A if the Province or the BCTFA requires the Land for any purpose provided that any early termination or amendment of the Land will be subject to paragraph 5.2(h) of this Agreement.
- 9.4 The Province agrees with BC Hydro that BC Hydro, may on 90 day's written notice to it, terminate this Agreement, without penalty. If BC Hydro exercises this right to terminate, BC Hydro will vacate the Land on the termination date given in the notice, and BC Hydro shall restore the Land as closely as is practically possible to its condition as at the Commencement Date.
- 9.5 BC Hydro agrees with the Province that it may make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1, 9.3 (except as specifically set out in that section), 5.9, or under subsection 62(5) of the *Transportation Act*.



#### **ARTICLE 10 - DISPUTE RESOLUTION**

- 10.1 If any dispute arises under this Agreement, the parties must attempt to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, the dispute must be resolved by arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 must be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration must be conducted at the office of the Province in Victoria, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within the Province's sole discretion cannot, unless it agrees, be referred to arbitration as set out in section 10.2.

#### **ARTICLE 11 - NOTICE**

- 11.1 Any notice or other document required or permitted to be given by either party to the other must be in writing and will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to the Province, Ministry Representative

Ministry of Transportation and Transit  
940 Blanshard Street  
Victoria, British Columbia  
V8W 3E6  
Attention: Katherine Styba  
email: Katherine.Styba@gov.bc.ca

to BC Hydro

13th Floor – 333 Dunsmuir Street  
Vancouver, British Columbia  
V6B 5R3  
Attention: Manager, Properties Leasing Services  
email: Leasing@bchydro.com

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.  
Email: the sending party is responsible for confirming with the recipient the correct, up-to-date email





address prior to emailing. Notice by email will be effective only on confirmation of receipt by the receiving party.

- 11.2 In order to expedite the delivery of any notice or other document required or permitted to be given by either party to the other, a concurrent email copy of any notice must, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of an email copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to the Province under this Agreement must be effected by hand, courier or prepaid regular mail to the Province's address specified in or otherwise established under section 11.1, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### **ARTICLE 12 - MISCELLANEOUS**

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to the Province or BC Hydro under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublicense, assignment or transfer of this Agreement does not release BC Hydro from its obligation to observe and perform all the provisions of this Agreement on its part to be observed and performed unless the Province specifically releases BC Hydro from such obligation in its consent to the sublicense, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond BC Hydro's reasonable control, other than normal weather conditions, BC Hydro is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as BC Hydro
- (a) gives notice to the Province within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and
  - (b) diligently attempts to remove the delay.



12.6 BC Hydro agrees with the Province that

- (a) the Province is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and BC Hydro is solely responsible for all costs and expenses associated with its use of the Land and the Improvements for the Permitted Purposes set out in this Agreement;
- (b) nothing in this Agreement constitutes BC Hydro as an agent, joint venturer or partner of the Province or the BCTFA or gives its any authority or power to bind the Province or the BCTFA in any way; and
- (c) any information regarding this Agreement or BC Hydro may be disclosed or required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise provided that, prior to disclosure, the Province shall make reasonable efforts to consult with BC Hydro before a decision is made whether to disclose such information.

12.7 There are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement.

**ARTICLE 13 - INTERPRETATION**

- 13.1 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 13.2 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 13.3 This Agreement must be interpreted according to the laws of the Province of British Columbia.
- 13.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 13.5 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 13.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.



- 13.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 13.8 Each party must, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 13.9 All provisions of this Agreement in the Province's favour and all of its rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 13.10 Time is of the essence of this Agreement.
- 13.11 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made then each party must act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that a party has sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

The parties have executed this Agreement as of the date of reference of this Agreement.

**SIGNED** on behalf of **HIS MAJESTY THE  
KING IN RIGHT OF THE PROVINCE  
OF BRITISH COLUMBIA** by the Minister of  
Transportation and Transit  
or the minister's authorized representative

Minister of Transportation and Transit  
or the minister's authorized representative  
Name: Ryan Evanoff

**SIGNED** on behalf of **BRITISH COLUMBIA  
HYDRO AND POWER AUTHORITY** by its authorized signatories

Name: Kim Larter  
Title: Manager, Properties, Leasing Services

Approved  
as to substance  
EV Service Delivery

APPROVED  
as to form only  
  
Solicitor  
B.C. Hydro and  
Power Authority



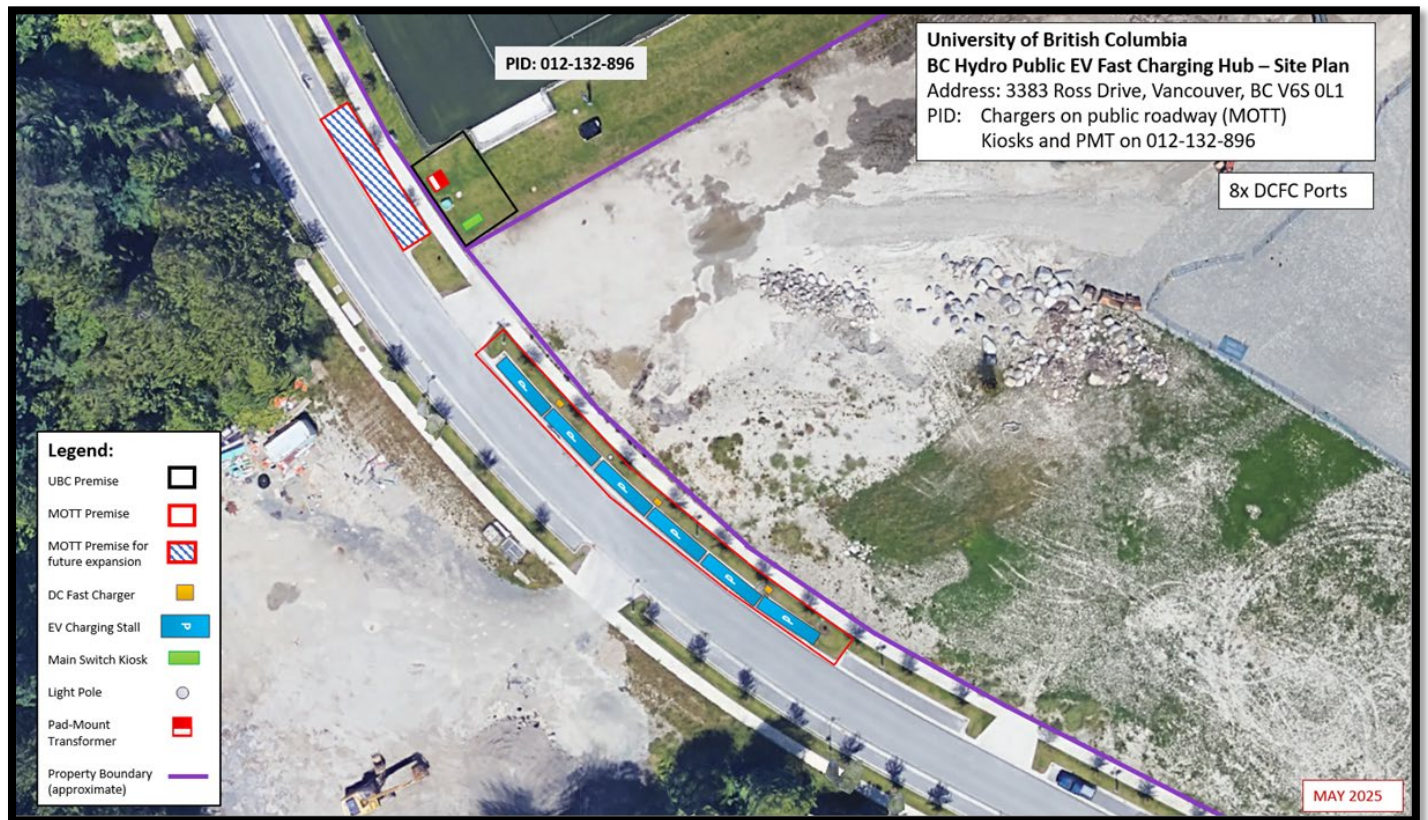
**SCHEDULE A**

**“Land”** means:

That portion of

University of British Columbia, Vancouver  
Public roadway in front of 3383 Ross Drive

as shown outlined by bold red outline on the following plan:





**SCHEDULE B  
EV Maintenance Services**

The Province and BC Hydro wish to set out their mutual understanding and expectations pertaining to the maintenance services that each party will provide to the Land and Ancillary Areas. As acknowledged and agreed in this Agreement, this Schedule sets out certain obligations of BC Hydro related to the Land and Ancillary Areas, and reflects the Province's current operations for provincial public highways and roads but does not create an obligation on the part of the Province to perform any work set out in this Schedule. Subject to the terms of this Agreement, the Province and BC Hydro further acknowledge and agree as follows:

1. **Non-Coordinated Maintenance Areas.** Where the Improvements are located within a provincial right of way where there is no maintenance provided by the Ministry or its contractors, such as a non-designated rest area, then a Maintenance Plan (as defined herein) is not required. In such areas, BC Hydro is solely responsible for the maintenance of the Land and Ancillary Areas in accordance with Article 4 of this Agreement and any coordination with adjacent property owners at BC Hydro's sole discretion.
2. **Coordinated Maintenance Areas.** At least 15 days prior to commencing construction of the Improvements, BC Hydro must submit, via EDAS file, to the Province a maintenance plan identifying the following:
  - (a) maintenance plan for the Land in accordance with the maintenance obligations of the parties as set out in this Agreement. The Maintenance Plan will identify appropriate locations for snow and sand gravel deposits as identified in Schedule A; and
  - (b) BC Hydro's maintenance coordinator and contact information, (collectively the "**Maintenance Plan**").

The Maintenance Plan will be shared with the Ministry's District Operations and the Road and Bridge Maintenance Contractor. If BC Hydro or the Ministry requires changes to the Maintenance Plan, then an updated Maintenance Plan will be provided to the Province within 5 days of such changes (EDAS File).

For the purposes of creating the Maintenance Plan and coordinated services, the Province will provide BC Hydro a copy of their existing maintenance contract for coordinated maintenance areas, such as designated rest areas, for review.

3. **Snow Removal.** The parties agree as follows:
  - (a) the Ministry's contractors will complete snow clearing activities in the right of way in accordance with the maintenance specifications to the point deemed to be in safe proximity to the charging station infrastructure on the Land;
  - (b) Coordination and acceptance of maintenance standards "during a weather event" is to be coordinated through District office (Operations) as part of the application process. For greater



certainty, “weather event” has the meaning set out in the Road and Bridge Maintenance Contractor agreement;

- (c) BC Hydro is responsible for accumulation removal and snow deposit removal in and around the Charging Stations for accumulations at the end of a weather event, as defined in the applicable maintenance contract with the Ministry’s contractors. Removal of accumulations and snow is to be deposited in designated areas, coordinated with the Road and Bridge Maintenance Contractor;
- (d) Accumulation removal (sweeping) on the Land must be deposited in designated areas or removed from the site; and
- (e) Overhanging snow and ice from any Canopy must be removed within commercially reasonable time following notification from the Province or its contractors.
- (f) BC Hydro will coordinate and may prioritize maintenance services to ensure efficient and safe operations of the Land.

4. **Land and Ancillary Areas.** The parties agree as follows:

- (a) the Province will complete asphalt surface repair and rehabilitation within the right of way, including the Land and Ancillary Areas;
- (b) BC Hydro will repair any structural damage to any Canopy within a commercially reasonable time or secure the site until such time that a repair can take place provided that BC Hydro will repair any damage to any Canopy within 6 months of being notified by the Province or its contractors;
- (c) BC Hydro will remove graffiti from the Improvements within 7 days, or such additional time as reasonably required, of being notified by the Province or its contractors;
- (d) BC Hydro and the Province will make efforts to ensure the Land is maintained in a clean, orderly and safe condition; and
- (e) BC Hydro and the Province will coordinate maintenance services and timely communication with the other party as required for the efficient and safe operations of the Land and Ancillary Areas and ensure their respective contractors do the same.

**SCHEDULE 3**  
**COPY OF UNIVERSITY LICENCE**

**LICENCE OF OCCUPATION  
(Electrical Vehicle Charging Stations)**

THIS LICENCE (the “License”) is dated for reference as of February 26, 2025,

BETWEEN:

**THE UNIVERSITY OF BRITISH COLUMBIA**, a British Columbia university continued under the University Act, RSBC 1996, c 468, with an address at 225 - 6328 Memorial Road, Vancouver, BC V6T 1Z2

(the “**Owner**”)

AND:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, c/o Properties, 13<sup>th</sup> Floor - 333 Dunsmuir Street, Vancouver, BC V6B 5R3

(the “**Licensee**”)

**BACKGROUND**

- A. The Owner is the registered, beneficial owner of the Lands;
- B. The Owner has agreed to License a portion of the Lands to the Licensee for the purposes of charging multiple electric vehicles, and for the use of certain parking stalls as dedicated electric charging stalls, on the terms and conditions set out below; and
- C. The Licensee or its agent shall manage the day to day operation of the Charging Stations.

**AGREEMENTS**

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

**PART 1 - DEFINITIONS**

- 1.1 Definitions.** In this License, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 2 attached hereto.

**PART 2 - GRANT AND TERM**

- 2.1 Grant.** The Owner hereby grants to the Licensee a non-exclusive right and license to use the Licensed Area for the Permitted Purposes for the Term, subject to the terms of this License and the Permitted Encumbrances.
- 2.2 Term.** This License shall be for a term of ten (10) years which will commence on November 1, 2025 (the “**Commencement Date**”) and expire on October 31, 2035 (the “**Term**”) unless terminated in accordance with this License.
- 2.3 Renewal.** If the Licensee has not been in material default of this License during the Term, upon



receiving written notice from the Licensee at least six (6) months prior to the expiration of the Term, the Owner will grant to the Licensee a renewal license for the Licensed Area for a further term of ten (10) years on the same terms and conditions as this License except this right of renewal.

### **PART 3 – LICENCE FEE AND TAXES**

- 3.1 License Fee.** The Licensee will pay a license fee in the amount of one dollar (\$1) to the Owner for the Term, plus any applicable taxes, the receipt and sufficiency of which the Owner hereby acknowledges.
- 3.2 Payment of Taxes.** The Owner shall pay and discharge or cause to be paid and discharged when due all Taxes.

### **PART 4 – ANCILLARY AREAS**

- 4.1 Ancillary Areas.** The Owner hereby grants to the Licensee, during the Term and any extension or renewal thereof, a non-exclusive right and license over:
- (a) such portions of the Lands as are reasonably required by the Licensee for the purposes of:
    - (i) ingress and egress to and from the Licensed Area; and
    - (ii) constructing, installing, erecting, stringing, operating, maintaining, removing and repairing the Infrastructure; and
  - (b) the common access road, if a common access road is present on the Lands,
- (collectively, the “**Ancillary Areas**”).
- 4.2 24/7 Access.** The Owner and the Licensee acknowledge and agree that the Licensee may exercise its rights under Sections 2.1 and 4.1 at all times by day or night and the Owner shall do such further acts and things as may be reasonably necessary to permit such exercise including ensuring that members of the public at all times have a means of access to and egress from the Licensed Area.

### **PART 5 - USE OF LICENSED AREA AND LICENSEE COVENANTS**

- 5.1 Permitted Use.** The Licensee will use the Licensed Area and the Ancillary Areas solely for the Permitted Purposes and the Licensee will not use the Licensed Area and/or the Ancillary Areas or permit the same to be used for any other purpose without the Owner’s prior written consent.
- 5.2 Improvements.** For greater certainty, the Licensee may construct, install, erect, string, operate, maintain, remove, repair, and replace the Improvements on the Licensed Area at any time, and from time to time, during the Term.
- 5.3 Licensee Covenants.** The Licensee covenants and agrees as follows:
- (a) to conduct the Permitted Purposes in compliance with all applicable laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now in force or hereafter in force;
  - (b) to pay one hundred percent (100%) of all utility costs and other costs directly attributable to the Improvements, subject to Part 7 and 8 of this License; and
  - (c) to obtain applicable permits as required by the Owner’s department of Campus and Community Planning.

## PART 6 - ENVIRONMENTAL REQUIREMENTS

**6.1 Environmental Requirements.** The Licensee covenants and agrees with the Owner as follows:

- (a) to promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the Licensee's use and occupancy of the Licensed Area, and if applicable, the Licensee's use of the Ancillary Areas, including obtaining all applicable permits or other authorizations;
- (b) not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the Licensed Area or the Lands any Contaminants except in strict accordance with all Environmental Laws; and
- (c) to promptly remove and remediate, upon the written request of the Owner, any Contaminants from the Lands to the extent caused by the use of the Licensed Area by the Licensee or those for whom the Licensee is responsible at law and in a manner which conforms to Environmental Laws governing such removal.

## PART 7 – INSURANCE & INDEMNITY

**7.1 Licensee's Insurance.** So long as the Licensee is "British Columbia Hydro and Power Authority", the Licensee shall be entitled to self-insure the Improvements, and any claims for bodily injury, or property damage arising as described in section 7.2 and shall not be obliged to comply with any insurance obligations in respect of its use of the Licensed Area or the Ancillary Areas.

**7.2 Indemnity.** The Licensee will indemnify and hold the Owner harmless against all loss or damage, including, without limiting the foregoing, legal and other professional fees in connection with loss of life, personal injury, direct damage to or loss of property arising from or out of the occupancy or use by the Licensee or its employees, agents, and sublicensees, or contractors of the Licensed Area and campus, except where such loss or damage is caused by the Owner's negligence. The Licensee will also pay on an indemnity basis all costs, expenses and legal fees incurred by the Owner in enforcing the covenants and agreements in this License.

**7.3 Indemnity.** The Owner will indemnify and hold the Licensee harmless against all loss or damage, including, without limiting the foregoing, legal and other professional fees in connection with loss of life, personal injury, direct damage to or loss of property arising from or out of the occupancy or use by the Owner or its employees, agents, and sublicensees, or contractors of the Licensed Area and campus, except where such loss or damage is caused by the Licensee's negligence. The Owner will also pay on an indemnity basis all costs, expenses and legal fees incurred by the Licensee in enforcing the covenants and agreements in this License.

**7.4 Loss of Profits.** Neither party shall be liable to the other for any: special, incidental, consequential, punitive, exemplary or indirect damages; loss of goodwill or business profits; loss of revenues or other pure economic loss under any circumstances whatsoever; work stoppage; data loss; computer failure or malfunction; or any and all other commercial damages.

**7.5 Survival.** Sections 7.2 (Licensee's Indemnity), 7.3 (Owner's Indemnity) and 7.4 (Loss of Profits) shall survive the expiration or earlier termination of this Licence.

## PART 8 - MAINTENANCE, REPAIRS AND SUPERVISION

**8.1 Licensee's Maintenance and Repairs.** The Licensee will throughout the Term:

- (a) maintain and repair the Improvements;

- (b) subject to Section 7.1(a), not be responsible for any maintenance or repairs to the Licensed Area and/or the Ancillary Areas, except for any damage caused to such areas by the Licensee, or those for whom the Licensee is in law responsible; and
- (c) at its cost, discharge any builder's liens filed at any time against the Licensed Area and/or the Ancillary Areas by reason of any act of the Licensee, or those for whom the Licensee is in law responsible.

**8.2 Owner's Maintenance, Repairs and Supervision.** The Owner will, at its cost, throughout the Term:

- (a) reimburse the Licensee for the repair of any damage caused to any part of the Improvements to the extent caused by or through the negligent act or omission of the Owner, or those for whom the Owner is at law responsible; and
- (b) discharge any builder's liens filed at any time against the Licensed Area by reason of any act of the Owner, or those for whom the Owner is in law responsible.

**8.3 Licensee Self-Help Remedy.** Notwithstanding anything to the contrary herein, if the Owner fails to observe or perform any of the terms, covenants or conditions of this License to be observed or performed by the Owner provided the Licensee first gives the Owner twenty-one (21) days written notice of any such failure to perform and the Owner within such period of twenty-one (21) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform, then the Licensee shall be entitled to take such steps as it deems advisable to correct such defaults without liability to the Owner, and the Owner shall pay to the Licensee forthwith upon demand all costs and expenses incurred by the Licensee in so doing.

**8.4 Owner Covenant Not to Impair.** The Owner shall not take any action that would impair use of the Licensed Area or the Improvements. The Owner shall not knowingly allow another party to impair use of the Licensed Area or the Improvements. The Owner agrees to notify the Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Licensed Area and/or the Improvements, or (ii) it obtains knowledge of a needed repair to the Improvements. The Owner acknowledges and agrees that the Licensee shall have all rights at law or in equity against the Owner if the Owner causes impairments of the Licensed Area and/or the Improvements. Without limiting the generality of the foregoing, the Owner shall not from and after the time this License is executed, enter into, amend, modify, renew, extend, terminate, waive a material condition of and/or or accept a surrender of any Encumbrance or permit any of the foregoing if such entrance into, amendments, modifications, renewals, extensions, terminations, waivers and/or surrenders would, individually or in the aggregate, materially interfere with: (i) the diligent performance of the obligations of the Owner under this License; and/or (ii) the Licensee's use, occupancy and/or operation of the Licensed Area, as contemplated under this License.

**8.5 Alterations to Licensed Area.** Save and except for the Improvements, the Licensee will not install any additional works in or about the Licensed Area, without the Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed. No consent by the Owner to install such additional works will be granted unless the Licensee first submits plans and specifications of the proposed additional works and the Licensee has obtained all necessary permits and approvals from any applicable Government Authority.

**8.6 Location of Improvements on Licensed Area.** The parties agree that Schedule 3 attached to this License shows the approximate location of the Improvements to be installed by the Licensee on the Licensed Area. The Licensee reserves the right to relocate and/or reconfigure the Improvements on the Licensed Area if the Licensee, acting reasonably, deems it necessary for the

purposes granted under this License.

- 8.7 Removal of Improvements.** Upon expiry or earlier termination of this License, the Licensee may remove the Charging Stations, the Licensee Signage, the Licensee's Lighting and any Canopy, and will make good any damage caused by such removal. If the Licensee does not remove the Charging Stations, the Licensee Signage, the Licensee's Lighting and any Canopy within six (6) months following the expiration of the Term or the earlier termination of this License, then the Owner may have the same removed, the cost will be payable to the Owner within thirty (30) days of invoice to the Licensee, and the Owner will not be responsible for any loss or damage to the Licensee's property. For greater certainty, the Owner shall provide the Licensee with access over such portions of the Lands as are reasonably required by the Licensee for the purposes of removing the Charging Stations, the Licensee Signage, the Licensee's Lighting and any Canopy for up to six (6) months following the expiration of the Term or the earlier termination of this License.

## **PART 9 - ASSIGNMENT**

- 9.1 Assignment by Licensee.** The Licensee will not assign, mortgage, or encumber this License in whole or in part without the prior written consent of the Owner, which consent shall not be unreasonably withheld or delayed.
- 9.2 Assignment by Owner.** The Owner shall give to the Licensee at least two (2) months prior written notice of any proposed sale or other transfer of any interest in the Licensed Area, the Ancillary Areas and/or this License, in whole or in part. Prior to any such sale or transfer, the Owner shall obtain the written agreement (in a form satisfactory to the Licensee, acting reasonably) of the proposed purchaser or transferee, as applicable, to be bound to the terms of this License.

## **PART 10 - OPTION TO TERMINATE**

- 10.1 Licensee Option to Terminate.** In consideration of the sum of \$10, which sum is non-refundable, now paid by the Licensee to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), the Licensee is granted the right to cancel and terminate this License, without penalty, upon giving not less than ninety (90) days prior written notice to the Owner at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Owner. If the Licensee exercises this right to terminate, the Licensee will vacate the Licensed Area on the termination date given in the notice, and the Licensee shall restore the Licensed Area as closely as is practically possible to its condition as at the Commencement Date.
- 10.2 Owner Option to Terminate.** In consideration of the sum of \$10, which sum is non-refundable, now paid by the Owner to the Licensee (the receipt and sufficiency of which is acknowledged by the Licensee), the Owner is granted the right to cancel and terminate this License, without penalty, in the following circumstances:
- (a) if the Licensee fails to have at least one (1) Charging Station operational within one (1) year from the Commencement Date, provided that the Licensee will have the sole option, acting reasonably, to extend such operational date for a period of six (6) months, with the prior written consent of the Owner; or
  - (b) if, following the opening of at least one Charging Station for use by the public, the Licensee fails to operate the Charging Stations for a period of six (6) consecutive calendar months during the Term,

provided that the Owner must give not less than thirty (30) days prior written notice of such termination to the Licensee, with such termination to be effective on a date specified by the Owner

in its written notice to the Licensee.

- 10.3 Licensee's Default.** If the Licensee fails to observe or perform any of its other obligations under this License and the Licensee has not, within thirty (30) days after receipt of written notice from the Owner specifying the default, cured the default, or if the cure reasonably requires a longer period, if the Licensee has not commenced to cure and diligently pursue the cure, or if re-entry is permitted under other terms of this License, the Owner in addition to any other right or remedy may terminate this License and all of the Licensee's rights under it.
- 10.4 Relocation of Improvements.** If the Owner requires relocation of the Improvements for other permanent development of the Lands in the interests of the Owner (i.e. to fulfill a university purpose), upon written request by the Owner to the Licensee, the Licensee will relocate all or a portion of the Improvements subject to all of the following:
- (a) to the extent that the Licensee still requires any of the Improvements to serve any customer, the Owner will permit the Licensee to relocate such Improvements to another equivalent area selected by the Owner on the Lands, or on adjacent land owned by the Owner, which is suitable for the Improvements (the "**Relocated Area**") and access thereto;
  - (b) if the Relocated Area is not suitable for the Improvements, as determined by the Licensee, acting reasonably, the Owner will modify or relocate the Relocated Area to another equivalent area on the Lands, or adjacent land owned by the Owner that is suitable for the Improvements, as determined and agreed to by the parties acting reasonably;
  - (c) the Owner will grant to the Licensee a new License agreement on substantially the same terms and conditions as this License for the Improvements in the Relocated Area (the "**Replacement License**");
  - (d) upon entering into the Replacement License, the Licensee will relocate the Improvements to the Relocated Area within a reasonable period of time;
  - (e) once all the Improvements have been relocated by the Licensee to the Relocated Area (with the exception of any underground Infrastructure) and upon full execution of the Replacement License, the Licensee will take the necessary steps to cancel this License; and
  - (f) the Owner will pay to the Licensee, upon written demand, for all necessary and reasonable costs incurred by Licensee associated with the relocation of the Improvements to the Relocated Area and the Replacement License, including equipment and labour costs.

## **PART 11 - ACCESS BY OWNER**

- 11.1 Access and Entry.** The Owner and its agents may enter the Licensed Area at any reasonable time, provided the Owner, in exercising its rights hereunder, shall proceed to the extent reasonably possible so as to minimize interference with the Licensee's use and enjoyment of the Licensed Area and/or the Ancillary Areas.

## **PART 12 - EXPROPRIATION**

- 12.1 Expropriation.** If at any time during the Term the interest of the Licensee under this Licence or the whole or any part of the Licensed Area shall be taken by any lawful power or authority by the right of expropriation, the Owner may, at its option, give notice to the Licensee terminating this License on the date when the Licensee or Owner is required to yield possession thereof to the



expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Licensee shall immediately surrender the Licensed Area. The Licensee shall have no claim upon the Owner for the value of its property or the unexpired Term of this License, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Licensed Area, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Owner specifically includes an award for the Licensee, the Owner shall account therefore to the Licensee. In this clause the “**expropriation**” shall include a sale by the Owner to an authority with powers of expropriation, in lieu or under threat of expropriation.

## **PART 13 – INTELLECTUAL PROPERTY**

- 13.1 Use of Name or Mark.** The Licensee acknowledges that the Owner has a proprietary interest in its symbols, name, trademarks, crests, designs, logos and marks (collectively, the “**UBC Trademarks**”) and that the Licensee has no rights whatsoever to use the UBC Trademarks. The Licensee agrees not to use the UBC Trademarks for any purpose, without the prior written consent of the Owner.
- 13.2 Promotions.** Subject to Section 13.1 above, each party may, at its sole cost, disclose or promote the Project through whatever means such party deems appropriate, including but not limited to internal communication channels (such as employee newsletters and websites) and external communication channels (such as newsletters, social media, industry events, websites and media), provided that, for any Owner disclosure or promotion, the Owner has given the Licensee at least twenty (20) Business Days prior written notice of the disclosure or promotion and obtained the Licensee’s advance approval in writing of all proposed materials, on its own behalf and behalf of all other sponsors.

## **PART 14 - ANNUAL REPORT AND CONFIDENTIALITY**

- 14.1 Annual Report.** Within thirty (30) days following the end of each calendar year during the Term, the Licensee shall provide the Licensor with an annual report (the “**Annual Report**”) detailing uptime, session count and average charge time per month resulting from the electric vehicle chargers installed on the Premises.
- 14.2 Confidentiality.** The Licensor acknowledges that any Annual Report the Licensor receives from the Licensee is sensitive or valuable because it is not generally available or known to the public (the “**Confidential Information**”). The Licensor hereby agrees that, except to the extent that may be expressly authorized in writing by the Licensee or except to the extent required by court order, law or regulation, the Licensor will (i) preserve and protect the confidentiality of all Confidential Information of the Licensee; (ii) not disclose or otherwise disseminate to anyone, other than the Licensor’s own directors, officers, employees and professional advisors (collectively, the “**Representatives**”) and then only to the extent necessary for them to carry out their responsibilities for the purposes contemplated in this Licence under a corresponding duty of confidentiality, the existence, source, content or substance of Confidential Information of the Licensee; (iii) not use any Confidential Information of the Licensee in any way other than for the purposes contemplated in this Licence; and (iv) within fifteen (15) days of the Licensee’s written request, return to the Licensee or destroy all Confidential Information of the Licensee in its and its Representatives’ possession, without retaining any records of any such Confidential Information of the Licensee, except that the Licensor and its Representatives may retain copies of any Confidential Information in routine back-up of electronic data processing systems until the ordinary course deletion of the information.
- 14.3 Survival.** The obligations of the Licensor under Sections 14 (Annual Report) and 14.2

(Confidentiality) shall survive the expiration or earlier termination of this Licence.

## PART 15 – MISCELLANEOUS

### 15.1 **Signage.** It is acknowledged and agreed that:

- (a) the Licensee may install signage and logos on or within the Licensed Area (collectively, the “**Licensee Signage**”), including for the purposes of denoting that the parking spaces within the Licensed Area are to be used as dedicated electric charging stalls;
- (b) upon the Owner’s request, the Licensee’s Signage may include the Owner’s logos, provided the size and location of such logos shall be authorized and determined by the Licensee in its sole discretion; and
- (c) the Owner will not put any signage on the Lands respecting the Project without the prior written consent of the Licensee.

### 15.2 **Quiet Enjoyment.** Subject to the observance and performance by the Licensee of its obligations under this License and subject to the Permitted Encumbrances, the Licensee may use the Licensed Area in accordance with the provisions of this License without interference by the Owner, or any party claiming through the Owner.

### 15.3 **Dispute Resolution.** If any dispute arises under or in relation to this License, that dispute shall be referred to and finally resolved by arbitration by a single arbitrator pursuant to and in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Vancouver, British Columbia. The decision of the arbitrator shall be final and binding on the parties. Notwithstanding the foregoing, the parties are entitled to seek interim measures of protection, including injunctions and other equitable relief or remedies, from a court of competent jurisdiction pending commencement or completion of any arbitration and may also seek from a court of competent jurisdiction any equitable relief or remedy that the arbitrator does not have jurisdiction to grant.

### 15.4 **Further Assurances.** At its own expense, upon the request of the other party, each party shall promptly execute and deliver, and use all reasonable efforts to promptly require any third parties to execute and deliver, such further and other documents and instruments and do such further and other acts and things as the other party may reasonably require for the purpose of implementing, giving full effect to and carrying out the intent of this License or for the purpose of protecting the Licensee’s interest in the Improvements.

### 15.5 **No Partnership.** The Owner does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Licensee. No provision of this License is intended to create a relationship between the parties other than that of Owner and Licensee.

### 15.6 **Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Owner and/or the Licensee comprise two or more individuals or entities, the liability of each under this License is joint and several.

### 15.7 **No Waiver.** No obligation in this License will be considered to have been waived by the Owner unless the waiver is in writing and signed.

### 15.8 **Unavoidable Delay.** If either the Owner or the Licensee is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this License by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will

not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.

**15.9 Notices.** Addresses for any notice to be given under this License will be as follows:

(a) If to the Licensee:

BC Hydro  
c/o Properties, 13<sup>th</sup> Floor - 333 Dunsmuir,  
Vancouver, B.C. V6B 5R3

Attention: Manager (Property Leasing Services)  
Email: [Leasing@bchydro.com](mailto:Leasing@bchydro.com)

(b) If to the Owner:

Associate Vice President,  
Campus and Community  
Planning  
2210 West Mall,  
Vancouver, BC V6T 1Z4

Attention: Michael White, Associate Vice President  
Email: [michael.white@ubc.ca](mailto:michael.white@ubc.ca)

With a copy to:

225 - 6328 Memorial Road,  
Vancouver, BC V6T 1Z2

Attention: Treasurer  
Email: [leasing@treasury.ubc.ca](mailto:leasing@treasury.ubc.ca)

**15.10 Deemed Receipt.** Where service of a notice or document is required under this License, the notice or document will be in writing and deemed to have been served as follows:

- (a) if delivered by hand or courier, upon delivery;
- (b) if mailed, upon the fifth Business Day following posting; and
- (c) if emailed, upon actual receipt by the receiving party as evidenced by a return email or automatic receipt indicating that the email has been read.

The Owner or the Licensee may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above.

**15.11 Time of Essence.** Time will be of the essence in this License.

**15.12 Severance.** If any provision of this License or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this License or its application will not be affected.

**15.13 No Modification.** No representation, understanding or agreement has been made or relied upon except as expressly set out in this License. This License may only be modified in writing signed by each party against whom the modification is enforceable.

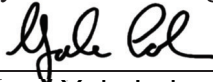


- 15.14 Successors.** This License binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable).
- 15.15 Peaceful Surrender.** The Licensee will at the expiration or sooner determination of the Term, immediately surrender the Licensed Area in a peaceable way and in the state of repair specified in this License.
- 15.16 Counterparts.** This License may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.
- 15.17 Delivery.** This License or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this License will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.
- 15.18 Schedules.** The following Schedules attached to this License form part of this License, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this License:
- Schedule 1 – Description of the Lands  
Schedule 2 – Defined Terms  
Schedule 3 – Plan of Licensed Area
- 15.19 Including.** The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

IN WITNESS WHEREOF the parties have duly executed this License as of the date first above written.

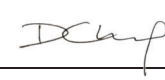
**THE UNIVERSITY OF BRITISH COLUMBIA**

By its authorized signatory(ies):



Name: Yale Loh

Title: Treasurer

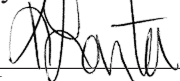


Name: Doug Cheung

Title: Director-Treasury

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

By its authorized signatory:



Name: Kim Larter, Manager

Title: Properties-Leasing Services

APPROVED  
as to form only

  
Solicitor  
B.C. Hydro and  
Power Authority

APPROVED  
as to substance

  
EV Service Delivery

**SCHEDULE 1****Description of Lands**

Legal description: DISTRICT LOT 6494 GROUP 1 NEW WESTMINSTER DISTRIC  
EXCEPT PLAN 11345, & EXC PARTS IN PLANS 18645, 21966,  
BCP5864, BCP23588, BCP26848, 20570, BCP30252, BCP45808 AND  
EPP86350

PID: 012-132-896

Civic address: There is no Civic Address - Site is on Ross Drive, Vancouver

## SCHEDULE 2

### Defined Terms

“**Ancillary Areas**” has the meaning set out in Section 4.1;

“**Annual Report**” has the meaning set out in Section 14.1;

“**Business Days**” means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

“**Canopy**” means a cover or other form of shelter, to cover the Charging Stations and those portions of the Licensed Area as determined by the Licensee in its sole discretion;

“**Charging Stations**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and Kiosks, and all ancillary appliances and fittings, including any associated protective installations, and related works;

“**Confidential Information**” has the meaning set out in Section 14.2;

“**Contaminants**” means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“**PCBs**”), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;

“**Encumbrance**” means any legal notation, charge, lien, claim, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, pledge, hypothecation, security interest, judgment, easement, right of way, encroachment, restrictive or statutory covenant, profit à prendre, right of re-entry, lease, license, assignment, option or claim, or right of any kind or nature whatsoever which constitutes or becomes by operation of law or otherwise such a legal notation, charge, lien, interest or other encumbrance or title defect;

“**Environmental Laws**” means any applicable statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Lands now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

“**Government Authority**” means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“**Improvements**” collectively means the Charging Stations, the Infrastructure, the Licensee Signage, the Licensee’s Lighting (if any), the Canopy (if any) and the Licensee’s Paving (if any);

“**Infrastructure**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Stations, including: Kiosks, poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and

pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works;

**“Kiosks”** means one or more pad-mounted power distribution and metering cabinets, in any combination, configuration and using any type of technology or means, necessary or convenient for the purpose of distributing electricity and powering electric charging stations, together with all ancillary appliances and fittings, including any associated protective installations, and related works;

**“Lands”** means the lands described in Schedule 1 attached to this Licence;

**“Licensee”** means British Columbia Hydro and Power Authority and any permitted assignee under Section

**“Licensee”** includes, where the context allows the servants, employees, agents and all others over whom the Licensee may reasonably be expected to exercise control, including Powertech Labs Inc. However, the Licensee shall not be deemed to include the general public

**“Licensee Signage”** has the meaning set out in Section 15.1(a);

**“Licensee’s Lighting”** means street lighting installed or to be installed by the Licensee, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works on or within the Licensed Area for the purpose of illuminating the Licensed Area, the Charging Stations and the Infrastructure;

**“Licensee’s Paving”** means any asphalt or paving installed or to be installed by the Licensee on the Licensed Area necessary or convenient for the use of the Licensed Parking Spaces as dedicated electric charging stalls, including better access to the Charging Stations;

**“Permitted Encumbrances”** means any Encumbrances registered or showing as pending registrations on title to the Lands at the time this License is executed;

**“Permitted Purposes”** means: (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls; and (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Improvements; and (iii) all purposes reasonably ancillary to the foregoing;

**“Licensed Area”** means the portion of the Lands shown in black bold outline on the plan attached to Schedule 3 to this License;

**“Project”** means the installation and operation of the Charging Stations and the Infrastructure;

**“Relocated Area”** has the meaning set out in Section 10.4(a);

**“Replacement License”** has the meaning set out in Section 10.4(c);

**“Representatives”** has the meaning set out in Section 14.2;

**“Taxes”** means all taxes, rates, duties, levies, local government charges, realty taxes and assessments whatsoever, whether municipal, parliamentary or otherwise, or any grants in lieu of taxes, imposed or assessed, by any competent authority, against the Licensed Area or upon the Owner in respect of the Licensed Area, or in respect of their use and occupation, and includes without limitation, taxes levied, imposed or assessed for education, schools, and local improvements as well as reasonable fees and costs incurred by the Owner in good faith contesting them;

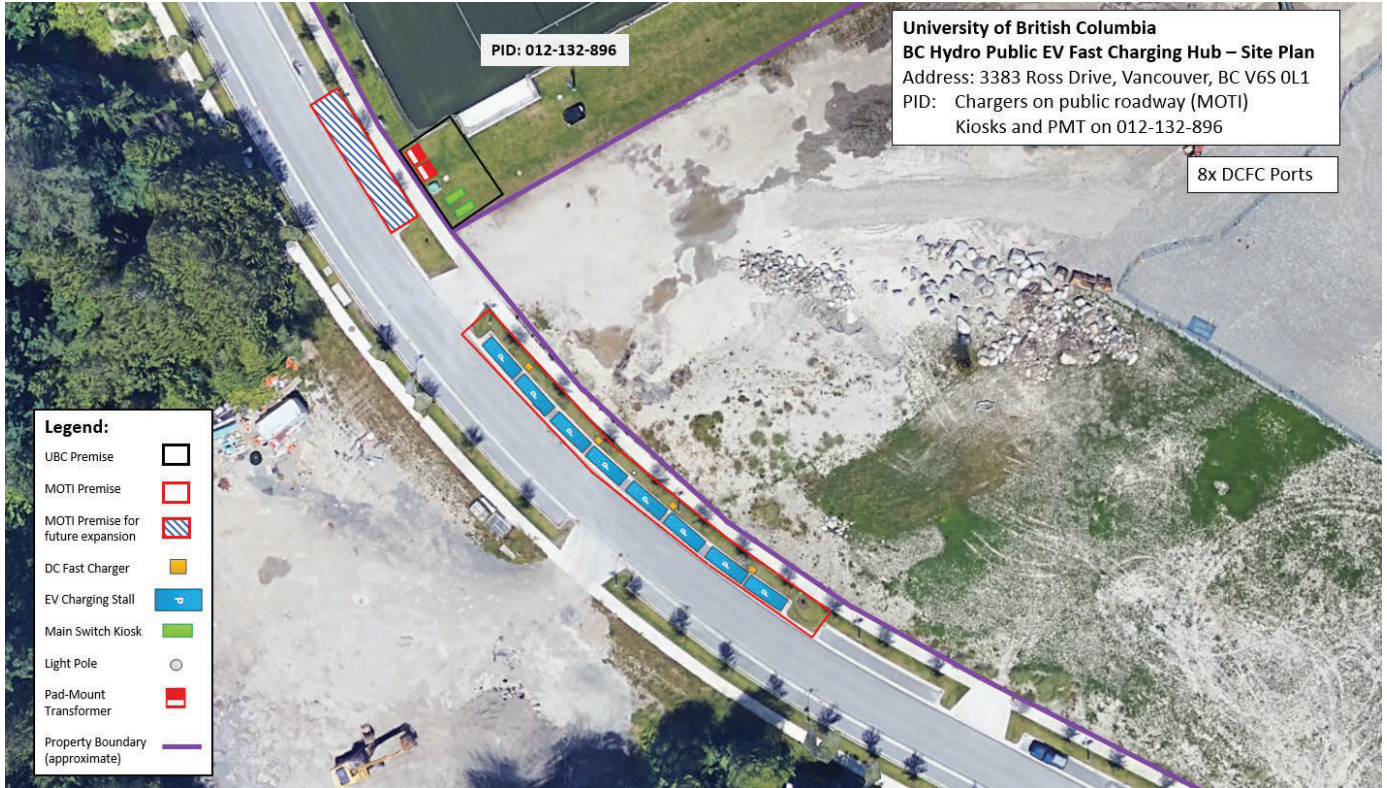
**“Term”** has the meaning set out in Section 2.2;

**“UBC Trademarks”** has the meaning set out in Section 13.1; and

**“Unavoidable Delay”** means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this License, but does not include any insolvency, lack of funds or other financial reason.

### SCHEDULE 3

**Plan of Licensed Area outlined in black bold is attached**







**Report Date:** January 7, 2025  
**Meeting Date:** January 20, 2025  
**From:** Lauren Thomson, Corporate Services Specialist  
**Subject:** 2026 UNA Committee Appointments Report

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## Background

The Board selects individuals to serve on both UNA and external committees. The terms of reference for these committees vary, with membership review typically occurring annually and changes to appointments reviewed at Board meetings. The terms of reference for each committee can be found on the UNA website.

The following report, which utilizes recommendations from the Chair and discussions amongst the Board, includes a schedule of recommended committee appointments for the 2026 calendar year. The purpose of the motions is to confirm continued interest of those in Chair and Vice-Chair positions.

## Decisions Requested

1. *THAT the Board reappoint Director Wiebe and Director Bourgeois to the Finance & Audit Committee.  
AND THAT the Board reappoint Director Wiebe and Director Bourgeois as the Chair and the Vice-Chair of the Finance & Audit Committee, respectively.*
2. *THAT the Board reappoint Chair Glassheim, Director Song, and Director Li to the Governance & Human Resources Committee.  
AND THAT the Board reappoint Chair Glassheim and Director Song as the Chair and the Vice-Chair of the Governance & Human Resources Committee, respectively.*
3. *THAT the Board reappoint Director Kerns and Chair Glassheim to the Land Use Advisory Committee until December 17, 2026.  
AND THAT the Board appoint Director Kerns as the Chair of the Land Use Advisory Committee until December 17, 2026.*
4. *THAT the Board appoint Director Li and Director Bourgeois to the Community Engagement Advisory Committee until December 17, 2026.  
AND THAT the Board appoint Director Li as the Chair of the Community Engagement Advisory Committee until December 17, 2026.*

5. *THAT the Board reappoint Director Luo and Chair Glassheim to the Newspaper Editorial Committee.*  
*AND THAT the Board reappoint Director Luo as the Chair of the Newspaper Editorial Committee until December 17, 2026.*
6. *THAT the Board reappoint Chair Glassheim, Director Wiebe, and Director Song to the UNA-UBC Liaison Committee.*  
*AND THAT the Board reappoint Chair Glassheim as the Co-Chair of the UNA-UBC Liaison Committee.*
7. *THAT the Board reappoint Chair Glassheim, Director Li, and Director Kerns to the UNA-AMS Joint Advisory Committee.*  
*AND THAT the Board reappoint Chair Glassheim as the Co-Chair of the UNA-AMS Joint Advisory Committee.*

## **Discussion**

A schedule of the current membership lists of and proposed appointments to various committees is listed below. The membership lists and proposed appointments noted below only include Board Directors. This list of proposed appointments has been prepared based on recommendations from the Chair and discussions amongst the Board. Ultimately, individual Directors may propose alternative appointments.

The Joint Financial Task Force is not included in this list of appointments, due to its inactivity. The Joint Financial Task Force is a joint group between the UNA and UBC to discuss and make recommendations in regard to the UNA's long-term financial health. This group has been inactive since 2021, because there have not been major concerns regarding the UNA's long-term financial health in recent years. In addition, most discussion and planning regarding the UNA's long-term financial planning occurs in other forums.

## **Financial Implications**

None.

## **Operational Implications**

None.



**Strategic Objective**

Governance

**Attachments**

1. 2026 UNA Committee Appointments Schedule

**Concurrence**

1. Eagle Glassheim, UNA Chair

Respectfully submitted,

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Lauren Thomson  
Corporate Services Specialist

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

Paul Thorkelsson  
Chief Administrative Officer



Committee	2025 Committee Members	2026 Committee Members	Notes
<b>Standing Board Committees</b>			
Finance & Audit Committee	<b><u>Directors</u></b> <i>Director Wiebe (Chair) Director Bourgeois (Vice-Chair) Director Song Vacancy</i>	<b><u>Directors</u></b> Director Wiebe (Chair) Director Bourgeois (Vice-Chair) Director Li <i>Vacancy</i>	<ul style="list-style-type: none"> <li>The Committee consists of up to four Directors appointed by the Board, on the recommendation of the Chair. One UBC Member may attend and participate in the Committee (non-voting).</li> <li>Directors serve for an unspecified term.</li> <li>The Chair and Vice-Chair of the Committee are appointed by the Board, on the recommendation of the Chair.</li> </ul>
Governance & Human Resources Committee	<b><u>Directors</u></b> Chair Glassheim (Chair) Director Song (Vice-Chair) Director Luo	<b><u>Directors</u></b> Chair Glassheim (Chair) Director Song (Vice-Chair) Director Luo	<ul style="list-style-type: none"> <li>The Committee consists of the UNA Chair and up to two Directors appointed by the Board, on the recommendation of the Chair. One UBC Member is often invited to attend and participate in the Committee (non-voting).</li> <li>Directors serve for an unspecified term.</li> <li>The Chair and Vice-Chair of the Committee are appointed by the Board, on the recommendation of the Chair.</li> </ul>
<b>Advisory and Special Committees</b>			
Land Use Advisory Committee	<b><u>Directors</u></b> Director Kerns (Chair) Director Glassheim <i>Vacancy</i>	<b><u>Directors</u></b> Director Kerns (Chair) Director Glassheim <i>Vacancy</i>	<ul style="list-style-type: none"> <li>The Committee consists of up to three Directors appointed by the Board. The Committee also consists of up to seven resident members appointed by the Board.</li> <li>Members of the Committee serve for two-year terms.</li> <li>The Chair of the Committee is appointed by the Board from amongst the Directors on the Committee. The Chair of the Committee serves for a two-year term. The Vice-Chair is elected annually by the Committee.</li> </ul>
Community Engagement Advisory Committee	<b><u>Directors</u></b> Director Li (Chair) Director Bourgeois	<b><u>Directors</u></b> Director Li (Chair) Director Bourgeois	<ul style="list-style-type: none"> <li>The Committee consists of up to two Directors appointed by the Board. The Committee also consists of up to eight resident members appointed by the Board.</li> <li>Members of the Committee serve for two-year terms.</li> <li>The Chair of the Committee is appointed by the Board from amongst the Directors on the Committee. The Vice-Chair is elected annually by the Committee.</li> </ul>

Newspaper Editorial Committee	<b><u>Directors</u></b> Director Luo (Chair) Chair Glassheim	<b><u>Directors</u></b> Director Luo (Chair) Chair Glassheim	<ul style="list-style-type: none"> <li>The Committee consists of up to two Directors appointed by the Board. The Committee also consists of up to seven resident members appointed by the Board.</li> <li>Members of the Committee serve for an unspecified term.</li> <li>The Chair of the Committee is appointed by the Board from amongst the Directors on the Committee. The Chair of the Committee serves for a two-year term.</li> </ul>
<b>External Committees</b>			
UNA-UBC Liaison Committee	<b><u>Directors</u></b> Chair Glassheim (Co-Chair) Director Wiebe Director Song	<b><u>Directors</u></b> Chair Glassheim (Co-Chair) Director Wiebe Director Song	<ul style="list-style-type: none"> <li>The Committee consists of the UNA Chair and two Directors appointed by the Board. The Committee also consists of three Governors, appointed by the UBC Board of Governors.</li> <li>Members of the Committee serve for an unspecified term.</li> <li>The Co-Chairs of the Committee will be one UNA Committee member and one UBC Committee member, each appointed by their respective boards.</li> </ul>
UNA-AMS Joint Advisory Committee	<b><u>Directors</u></b> Chair Glassheim (Co-Chair) Director Li Director Kerns	<b><u>Directors</u></b> Chair Glassheim (Co-Chair) Director Li Director Kerns	<ul style="list-style-type: none"> <li>The Committee consists of the UNA Chair, two Directors appointed by the Board, and the Chief Administrative Officer. The Committee also consists of five AMS representatives, one of whom shall be a non-voting member and the designated minute-taker.</li> <li>Members of the Committee serve for an unspecified term.</li> <li>The Co-Chairs of the Committee will be the UNA Chair and the AMS Vice-President, External Affairs.</li> </ul>



**Report Date:** January 5, 2025  
**Meeting Date:** January 20, 2025  
**From:** Wegland Sit, Operations Manager  
**Subject:** Infrastructure Reserve Projects - Hampton Place

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## Background

At the December 2025 regular meeting, the UNA Board deferred the consideration of a proposed decorative roadway replacement project in the Hampton Place neighbourhood. This deferment was to accommodate the Board's opportunity to have additional discussion regarding funding sources for the proposed project and for the recently completed repaving work in the neighbourhood.

This report details the scope of work approval for the Hampton Place Decorative Concrete Roadway Project and funding source for the project, as well as an additional request for reimbursement funding for the completed Hampton paving work, following on the Board's discussion.

## Decision Requested

THAT the Board request that UBC

1. Withdraw from the Neighbours Fund Infrastructure Reserve and pay to the UNA an amount equal to the UNA's expenditures to be incurred for the Hampton Place Decorative Concrete Project, an amount estimated to be approximately \$75,000, following the withdrawal and payments processes established in the Neighbours Agreement 2024;
2. AND THAT, UBC be requested to withdraw from the Neighbours Fund Infrastructure Reserve and pay to the UNA an amount equal to the UNA's expenditures incurred for the Hampton Place East Roundabout Repaving Project, an amount of \$82,897, following the withdrawal and payments processes established in the Neighbours Agreement 2024.

## Discussion

### History

Hampton Place is historically significant as UBC's first residential neighborhood and the inaugural project of the UBC Properties Trust. Developed in 1989, it predated UBC's formal Land Use Plan (formerly the OCP). Consequently, the community primarily consists of condominiums and initially lacked the mixed housing and amenities later

incorporated into subsequent neighborhoods.

The Hampton Place roadway was constructed concurrently with the neighborhood's development. The street network is composed of three connected sections joined by two turnaround nodes. This report focuses specifically on the south-western section of the roadway entrance from Wesbrook Mall. This entry section features a decorative concrete pavement design that has experienced significant cracking and noticeable deterioration over the past few years. Interim asphalt patch repairs were completed to mitigate immediate safety and operational issues pending the eventual full-repair project.

### Hampton Place Decorative Roadway Project

#### Scope of Work

The project encompasses a comprehensive roadway project to ensure a durable and aesthetically consistent entrance. The work includes the removal of the existing, damaged concrete surface and rebuilding the subgrade foundation to prepare a stable base. The core of the project is pouring a new, reinforced concrete roadway designed for superior longevity and strength. This new specification significantly upgrades the roadway thickness to 200 mm (a substantial increase from the existing 100 mm), utilizing steel reinforcement for enhanced structural integrity. The finish will feature a [decorative sawcut pattern](#) with a broom finish and tooled joints to seamlessly match the surrounding entrance area, achieving a consistent, clean, and long-lasting aesthetic and structural finish.

#### Priority

Overall, this section is considered a Priority 1 project, requiring immediate attention.

#### Project Timeline

- RFP – August 2026
- 3 quotes received – October-November 2025
- Project Implementation – Spring-Summer 2026

### UBC/UNA Roads and Sidewalks Repair and Replacement - Responsibility Implications

The University Neighbourhoods Association (UNA), UBC Campus & Community Planning (C&CP), Municipal Services, and Project Services have engaged in a series of discussions to clarify long-term responsibilities for future road repair and replacement projects as part of the implementation of the Neighbours Agreement 2024 (NA 2024).

Meetings were focused on aligning organizational capabilities and acknowledging resource/technical limitations against project execution requirements, identifying the following key strengths:

- UNA Strengths: Provides nimbleness, less restrictive procurement processes, and faster project adjustment, ideal for quick-response efforts.

- UBC Strengths: Offers established technical and procurement expertise through the Project Services team for large-scale administration and complex engineering.

The objective of these discussions was to develop a formal framework to clearly differentiate between the UNA's routine maintenance and repair obligations, required under the NA 2024, and UBC's responsibilities for structural repaving, full rehabilitation, repair and replacement under the agreement.

To date those discussions have not finalized a clear long-term approach, but the parties have agreed to collaborate on a review of infrastructure repair and replacement needs, develop a plan for managing the infrastructure assets within the UNA, and develop a long term approach to funding UNA maintenance responsibilities as well as UBC repair and replacement responsibilities.

Given the time necessary to develop the approach to implementation of the NA 2024 described, in the interests of the community and based on expressed priority, the UNA is moving forward on priority roadway infrastructure projects on a one-off basis. The proposed project, and the completed paving project in Hampton, are examples of this approach.

### UNA Funding Constraints

The standard funding route for UNA road repair projects, typically very small scale, involves using the UNA Annual Operating Budget or the UNA internal capital reserve. UNA Staff view this approach as restrictive to its operational funding and financial planning.

The existing UNA internal capital reserve is intended for tenant improvements, neighbourhood capital improvements and office equipment and is not intended to fund large-scale road or sidewalk repair projects without jeopardizing UNA's capital replacement needs.

UNA Operations maintains that it must retain the ability to choose the appropriate funding source (Operational budget or Neighbours Fund Reserves) on a project-by-project basis.

For the repaving work in Hampton, staff deployed internal operational funds within policy limits to facilitate the completion of the work in a timely fashion and aligned with seasonal constraints on repaving. Such accommodation is not possible with the proposed decorative concrete project, and reserve funding is necessary for the project to proceed.

### Infrastructure Reserve and Interim Solution

In discussion with the Board, close evaluation of the eligibility and use of NF Reserves has been undertaken. While the UNA recognizes the important and ongoing work with



UBC underway to establish the longer-term implementation of NA2024 and the use of NF Reserve funds, the position of the UNA is that the NA2024, irrespective of the need for implementation clarifications, currently supports the UNA requesting NF Infrastructure Reserve funds for both Hampton projects.

To move forward with the immediate priority of the Hampton Place decorative concrete roadway replacement, staff recommend approving the project utilizing the NF Infrastructure Reserves to fund the project.

The NA2024 establishes the required process for the UNA to request UBC to withdraw funds for the UNA from the NF Reserves for projects yet to be started as well as for work that has been completed. The recommendation in this report is for the Board to request NF Infrastructure Reserve funds for both Hampton projects.

## **Financial Implications**

### Project Funding and Procurement

Staff recommend proceeding with the replacement of the deteriorating decorative concrete at the western section of the Hampton Place entrance, with estimated project costs of \$75,000 – this includes the costs of the concrete work for the full repair of the entrance concrete and additional allowances for traffic management, testing and subgrade work.

As noted, it is also recommended that the UNA request from UBC NF Infrastructure Reserve funding for the completed Hampton paving.

### Procurement

The scope for the decorative concrete entrance project was initially included in a broader Hampton Place Roadway Repair - Request for Proposal (RFP) issued in August 2025. Unfortunately, the RFP did not attract any bids. Given the priority of this work for the Hampton Place community, the UNA Operations team subsequently sought direct quotes from specialized service providers. In November, three quotes were received:

- Badger Earthworks
- Burnaby Blacktop
- Rissling Service Ltd.

The lowest bid was submitted by Badger Earthwork. Staff will award the project to Badger Earthworks following the approval of the funding for the project by the Board and UBC.

## **Operational Implications**

The Hampton Place decorative concrete project will necessitate several temporary

operational interruptions within the surrounding community:

- Full road closure of the South Hampton Place roadway for an estimated ten to fourteen business days (1.5 – 2 weeks), contingent upon weather conditions.
- Demolition and construction activities will generate localized noise impacts for nearby residents, primarily during standard working hours.
- Temporary suspension of on-street parking along the West Hampton Place North roadway will be potentially required to allow 2-ways traffic and vehicle access at the North roadway during the South roadway closure period.
- A dedicated traffic management team will be onsite for the duration of the project to ensure safe access for residents, manage detours, and minimize local traffic disruption.

**Strategic Objective**

1. Organizational Capacity

**Attachments**

N/A

**Concurrence**

1. Athena Koon, Finance Manager

Respectfully submitted,



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Wegland Sit  
Operations Manager



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Paul Thorkelsson  
Chief Administrative Officer





**Report Date:** December 2, 2025  
**Meeting Date:** December 16, 2025  
**From:** Wegland Sit, Operations Manager  
**Subject:** Hampton Place Decorative Concrete Repair Project

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## Background

This report details the scope of work and funding source approval for the Hampton Place Decorative Concrete Roadway Repair Project.

## Decision Requested

THAT the Board request that UBC

(a) withdraw from the Neighbours Fund Contingency Reserve and pay to the UNA an amount equal to the UNA's expenditures to be incurred for the Hampton Place Decorative Concrete Repair Project, an amount estimated to be approximately \$75,000, following the withdrawal and payments processes established in the Neighbours Agreement 2024.

## Discussion

### History

Hampton Place is historically significant as UBC's first residential neighborhood and the inaugural project of the UBC Properties Trust. Developed in 1989, it predated UBC's formal Land Use Plan (formerly the OCP). Consequently, the community primarily consists of condominiums and initially lacked the mixed housing and amenities later incorporated into subsequent neighborhoods.

The Hampton Place roadway was constructed concurrently with the neighborhood's development. The street network is composed of three connected sections joined by two turnaround nodes.



This report focuses specifically on the south-western section of the roadway entrance from Wesbrook Mall. This entry section features a decorative concrete pavement design that has experienced significant cracking and noticeable deterioration over the past few years. Interim asphalt patch repairs were completed to mitigate immediate safety and operational issues pending the eventual full-repair project.

### Hampton Place Roadway Proposed Repair Project

#### Scope of Work

The project encompasses a comprehensive roadway repair to ensure a durable and aesthetically consistent entrance. The work includes the removal of the existing, damaged concrete surface and rebuilding the subgrade foundation to prepare a stable base. The core of the project is pouring a new, reinforced concrete roadway designed for superior longevity and strength. This new specification significantly upgrades the roadway thickness to 200 mm (a substantial increase from the existing 100 mm), utilizing steel reinforcement for enhanced structural integrity. The finish will feature a [decorative sawcut pattern](#) with a broom finish and tooled joints to seamlessly match the surrounding entrance area, achieving a consistent, clean, and long-lasting aesthetic and structural finish.

#### Priority

Overall, as part of 2025 review of road conditional and repair work, this section is considered a Priority 1 project, requiring immediate attention.

#### Project Timeline

- RFP – August 2026
- 3 quotes received – October-November 2025
- Project Implementation – Spring-Summer 2026

### UBC/UNA Roads and Sidewalks Repair and Replacement - Responsibility Implications

The University Neighbourhoods Association (UNA), UBC Campus & Community Planning (C&CP), Municipal Services, and Project Services have engaged in a series of discussions to clarify long-term responsibilities for future road repair and replacement projects as part of the implementation of the Neighbours Agreement 2024 (NA 2024).

Meetings were focused on aligning organizational capabilities and acknowledging resource/technical limitations against project execution requirements, identifying the following key strengths:

- UNA Strengths: Provides nimbleness, less restrictive procurement processes, and faster project adjustment, ideal for quick-response efforts.
- UBC Strengths: Offers established technical and procurement expertise through the Project Services team for large-scale administration and complex engineering.

The objective of these discussions was to develop a formal framework to clearly differentiate between the UNA's routine maintenance and repair obligations, required under the NA 2024, and UBC's responsibilities for structural repaving, full rehabilitation, repair and replacement under the agreement. To date those discussions have not finalized a clear long-term approach, but the parties have agreed to collaborate on a review of infrastructure repair and replacement needs, develop a plan for managing the infrastructure assets within the UNA, and develop a long term approach to funding UNA maintenance responsibilities as well as UBC repair and replacement responsibilities.

Given the time necessary to develop the approach to implementation of the NA 2025 described, the UNA continues to move forward on priority infrastructure repairs on a one-off project basis.

### UNA Funding Constraints

The standard funding route for UNA road repair projects involved using the UNA Annual Operating Budget or the UNA internal capital reserve. UNA Staff view this approach as restrictive to its operational funding and financial planning. The existing UNA internal capital reserve is intended for tenant improvements, neighbourhood capital improvements and office equipment and is not intended to fund large-scale road or sidewalk repair projects without jeopardizing UNA's capital replacement needs. UNA Operations maintains that it must retain the ability to choose the appropriate funding source (Operational budget or Neighbours Fund Reserves) on a project-by-project basis.

### Infrastructure Reserve and Interim Solution

The broader discussion regarding roles and responsibility stalled when addressing the source of project funding. UBC C&CP advised that the current Infrastructure Reserve calculation includes infrastructure replacement but specifically excludes major maintenance and repair works. This exclusion is the core issue that remains under discussion.

To move forward with the immediate, priority repair of the Hampton Place decorative concrete roadway, staff recommend an interim solution by utilizing the Contingency Reserve to fund the repair project. The Contingency Reserve fund is a source of funds for the UNA for matters that require urgent attention and for which provision has not been made in the UNA budget. The proposed funding for this project aligns with the reserve requirements and by passes any funding delay arising from the ongoing NA 2024 implementation discussions and use of the Infrastructure Reserve.

## **Financial Implications**

### Project Funding and Procurement

Staff recommend proceeding with the replacement of the deteriorating decorative concrete at the western section of the Hampton Place entrance, with estimated project costs of \$75,000 – this includes the costs of the concrete work for the full repair of the entrance concrete and additional allowances for traffic management, testing and subgrade work.

The proposed repair will be funded through the Contingency Reserve, which is specifically allocated for the repair and replacement of facilities and amenities. The Reserve currently holds a balance of \$1,116,185 (as of March 31, 2025).

### Procurement

The scope for this decorative concrete entrance repair was initially included in a broader Hampton Place Roadway Repair - Request for Proposal (RFP) issued in August 2025. Unfortunately, the RFP did not attract any bids. Given the priority of this repair for the Hampton Place community, the UNA Operations team subsequently sought direct quotes from specialized service providers. In November, three quotes were received:



- Badger Earthworks
- Burnaby Blacktop
- Rissling Service Ltd.

The lowest bid was submitted by Badger Earthwork. Staff will award the project to Badger Earthworks following the approval of the funding for the project by the Board and UBC.

### **Operational Implications**

The repair of the Hampton Place decorative concrete entrance will necessitate several temporary operational interruptions within the surrounding community:

- Full road closure of the South Hampton Place roadway for an estimated ten to fourteen business days (1.5 – 2 weeks), contingent upon weather conditions.
- Demolition and construction activities will generate localized noise impacts for nearby residents, primarily during standard working hours.
- Temporary suspension of on-street parking along the West Hampton Place North roadway will be potentially required to allow 2-ways traffic and vehicle access at the North roadway during the South roadway closure period.
- A dedicated traffic management team will be onsite for the duration of the project to ensure safe access for residents, manage detours, and minimize local traffic disruption.

### **Strategic Objective**

1. Organizational Capacity

### **Attachments**

N/A

### **Concurrence**

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

Respectfully submitted,



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

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Wegland Sit  
Operations Manager

A handwritten signature in black ink, appearing to read 'Paul Thorkelsson', positioned above a horizontal line.

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Paul Thorkelsson  
Chief Administrative Officer

November 12<sup>th</sup>, 2025

Strata LMS0365 – “Thames Court”

5880 Hampton Place,

Vancouver, BC

To: The Board of Directors

University Neighbourhoods Association (UNA)

Wesbrook Community Centre

UBC, Vancouver, BC

Re: Ash Trees in Hampton Place

Dear Members of the UNA Board,

On behalf of Strata Council for LMS0365 – Thames Court, we write to express our concern regarding any plan or initiative that would result in the removal of Ash trees within Hampton Place without prior consultation and agreement among affected strata corporations in the neighbourhood.

It has come to our attention that UNA Board Member Mr. Ronald Bourgeois has presented to the UNA Board information suggesting, or at very least implying, that there may be community support for a removal program of Ash trees in Hampton Place due to the threat of the Emerald Ash Borer (EAB). We are concerned that this characterization does not reflect the position of Thames Court nor, we believe, most, if not all strata corporations within Hampton Place.

Aside from a mischaracterization of support for tree removal by Hampton Place strata corporations, the actual current risk posed by the Emerald Ash Borer is being distorted to support tree removal. The UNA Operations report dated September 5, 2025, confirms that:

- No evidence of EAB infestation has been found in Hampton Place trees to date.
- The Canadian Food Inspection Agency (CFIA) and the UNA's own arborist recommend a strategic management and monitoring approach, not wholesale removal.
- The UNA is still in the planning phase of developing a comprehensive Ash Tree Management Strategy, which includes potential preventative treatments and gradual replacement planning—not a removal program.

Given the preceding, any unilateral action or advocacy for immediate removal without confirmed infestation or full consultation would be premature, inconsistent with expert guidance, and contrary to proper community engagement principles.

The Ash trees at Hampton Place are integral to the landscape design and environmental character of our neighbourhood. Their removal, particularly without scientific necessity or proper consultation, would represent a significant and irreversible alteration of the community environment.

We therefore respectfully request that:

1. No removal or replacement of Ash trees in Hampton Place proceed until a comprehensive consultation process is completed involving all strata corporations in Hampton Place.
2. The UNA clarify the official record of communications and positions presented by Board Members concerning the Emerald Ash Borer issue to ensure transparency and accuracy.
3. The UNA's developing Tree Management Operational Guidelines continue to emphasize monitoring, treatment, and selective management, consistent with best practices and CFIA recommendations.

We support evidence based management of our shared urban forest and value the UNA's collaborative approach to stewardship. We look forward to participating in a transparent process that respects both the scientific realities of EAB management and the shared interests of all Hampton Place residents.

Sincerely,



Rene Wahl

President, Strata Council LMS0365 – Thames Court  
Hampton Place, UBC

cc: UNA Chief Administrative Officer

cc: UNA Operations Manager

cc: Hampton Place Strata Corporations