

File No. 04-1000-20-2016-344

October 24, 2016

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of September 14, 2016 for:

Copy of the agreement, terms or memorandum of understanding signed by City of Vancouver and CityStudio when the program was created.


All responsive records are attached.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2016-344); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information
City Clerk's Department, City of Vancouver

Encl.

:kt

April 8, 2015

Jon Driver, VP Academic and Provost - SFU
8888 University Drive, Burnaby, B.C. Canada V5A 1S6

Janet Moore - Director, SFU Semester in Dialogue & Co-Director, CityStudio
Duane Elverum - Co-Director, CityStudio
1800 Spyglass Place Vancouver BC

Dear Jon, Janet and Duane:

RE City of Vancouver and City Studio

Congratulations to CityStudio and its students, university and college partners and city staff for successfully bringing this innovative and collaborative project to life over the past three years. CityStudio is advancing the goals of the City of Vancouver by supporting the Greenest City Action Plan, Healthy City for All Strategy and The Engaged City strategies. Through the initiative, many projects have been implemented and over 75,000 hours of student and faculty time have been invested in addressing City challenges. In addition to directly supporting these City initiatives, CityStudio is also developing students to become civic leaders and helping to energize a diverse range of city staff who have collaborated with CityStudio.

The City of Vancouver is pleased to collaborate with Emily Carr, SFU, UBC, VCC, Langara, and BCIT in furthering this important initiative. In exchange for the ongoing work (as described above) to be provided by CityStudio, the City is pleased to continue providing support for CityStudio for the 2015 fiscal year to the 2018 fiscal year (December 31 2018) as follows:

- In Kind Space and Utilities located at 1800 Spyglass Place (approx. 3,500 sq/ft)
- Program Administration Staff Support approx. \$100,000 per year

I understand that CityStudio's ongoing work for the City will generally be similar to the work it has done in the past and that our respective representatives will firm up the details after the date of this letter.

SFU, as agent for CityStudio, can invoice City of Vancouver annually for the Program Administration Staff Support at its earliest convenience.

In closing, the City of Vancouver looks forward to continuing our collaborative and innovative work together with CityStudio to make Vancouver more liveable and sustainable.

Yours truly,

A handwritten signature in black ink, appearing to read 'P. Ballem', with a long horizontal stroke extending to the right.

Penny Ballem, MSc MD FRCP
City Manager

453 W12th Avenue, Vancouver, BC V5Y 1V4
tel: 604.873.7625 -fax: 604.873.7641
penny.ballem@vancouver.ca

PB/lb

RECITAL

The Director of Real Estate Services has entered into this Lease Agreement pursuant to a City Manager's Minute dated 24 August, 2011, a copy of which is on record with the City Clerk's office.

In determining fair market rental value for the Premises, the Director of Real Estate Services determined the market value of the space in relation to when the space could be realistically marketed for lease when the Premises were not restricted by other City uses in the building. The rental value of the space as set out herein for a 9 month Term is deemed to be a reasonable estimate of the opportunity cost of the space in isolation of other market considerations. Given the City's corporate business practice of keeping market tenants separate from internal City operations, it was determined that the timing to bring the space to a wider market was not ideal until after the South East False Creek operations were relocated back to the City Hall campus. On this basis, the Director of Real Estate's has placed a nominal value on the lease space given that there is no internal City department that can readily occupy the Premises. Nine months is a relatively short period of time for a tenancy and the Director of Real Estate has deemed it beneficial to the PEF to have an interim Tenant (Vancouver Economic Development Society) occupy the space who will cover the operating costs for this period.

THIS AGREEMENT is made as of the 24 day of August, 2011

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with offices
at 453 West 12th Avenue, in the City of Vancouver, in the
Province of British Columbia V5Y 1V4

(the "Landlord")

AND:

VANCOUVER ECONOMIC DEVELOPMENT SOCIETY, a non-profit
Society incorporated pursuant to the laws of the Province of
British Columbia, having its registered office at
1620 - 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9

(the "Tenant")

Premises:

1800 Spyglass Place

Term:

Monthly, nine (9) months from the earlier of: full execution of the lease and
issuance of the occupancy permit, and September 1, 2011, and ending on
May 31, 2012.


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Rent:

\$20,000.00 inclusive of operating costs plus HST for the entire nine (9) month term.

Rent Review:

N/A

Option to Renew:

N/A

Early Termination:

One (1) month's written notice by the Landlord.

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A. The Landlord is the owner of all and singular those lands and premises situate in the City of Vancouver, in the Province of British Columbia, having a civic address as 1800 Spyglass Place, Vancouver, and legally described as:

Parcel Identifier Number: 011-704-390
Lot 179
Plan 21847
District Lot False Creek
New Westminster Land District
Explanatory Plan 20019

which lands and premises are hereinafter called the "Building";

B. The Tenant has requested that the Landlord lease the portion of the Building as set out on Schedule "A" attached hereto (the "Premises") to the Tenant as hereinafter provided; and

C. The Landlord's General Manager of Business Planning & Services, on the 18th day of August, 2011, authorized the lease of the Premises to the Tenant upon the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the conditions set out hereunder.

ARTICLE 1

Section 1.1 Term

In consideration of the rents, covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the term of nine (9) months commencing on the earlier of: full execution of the lease and issuance of the occupancy permit, and the 1st day of September, 2011 and expiring at 11:59 p.m. on the 31st day of May, 2012 (the "Term").

Section 1.2 Early Termination

The Landlord may terminate this lease upon giving the Tenant one (1) month's prior written notice of such termination. The Landlord shall not pay to the Tenant any compensation due to such termination.

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Section 1.3 Rent

Yielding and paying therefor in advance during the Term, rent (the "Rent") in the sum of \$1.00 plus Operating Costs commencing on the earlier of full execution of the lease and issuance of the occupancy permit, and the 1st day of September, 2011. The Rent together with any additional rent payable by the Tenant is referred to as "rent" in this lease.

Section 1.4 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this lease shall be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any setoff, compensation or deduction whatsoever at the office of the Landlord's Director of Real Estate Services specified in Section 15.1 or such other place as the Landlord may designate from time to time in writing to the Tenant;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit; and
- (d) deemed to be rent, in partial consideration for which this lease has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent as the Landlord has for default in payment of rent.

Section 1.5 Utilities

The Tenant shall pay all charges, rates and levies on account of utilities including heat, electricity, gas, water, garbage collection, telephone and cablevision and all other expenses and outgoings relating to the Premises immediately when due and, upon request, provide the Landlord with receipts evidencing such payment.

Section 1.6 Use of Premises

The Tenant will not use or occupy, nor suffer or permit the use of the Premises or any part thereof for any purpose other than office (the "Permitted Use"). Without limiting the generality of the foregoing, the Tenant shall not at anytime suffer, permit or allow any person to occupy the Premises for residential purposes.

The Tenant will not use, or suffer or permit the use of, any part of the Premises in such a manner as to cause, suffer or permit any annoying noises or offensive odours to emanate from any part of the Premises.

By agreeing to the Tenant using the Premises for the Permitted Use, the Landlord is agreeing as the owner of the Premises only and is not in any way (either in its capacity as

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landlord or as a regulatory public body) stating, warranting or representing that the Permitted Use is a permitted use under the City of Vancouver Zoning and Development By-law No. 3575 and amendments thereto and other relevant by-laws. Nothing in this Section 1.6 affects the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to Section 9.1 of this lease.

Section 1.7 Interest on Arrears

Whenever and so long as the Rent or any other amounts payable hereunder by the Tenant to the Landlord shall be in arrears, such amounts shall bear interest at the rate of three percent (3%) per annum above the "prime rate" (hereinafter defined), per annum calculated monthly not in advance, from the date due until paid irrespective of whether or not the Landlord has demanded payment. In this lease, "prime rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate; provided that if a court declares or holds the prime rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder shall be fourteen percent (14%) per annum calculated monthly not in advance from the date due until paid. The Landlord shall have all the remedies for the collection of such interest as in the case of rent in arrears, but this provision for interest shall not prejudice or affect any other remedy of the Landlord under this lease. The Tenant shall also pay the Landlord's standard charge levied on N.S.F. cheques.

Section 1.8 Security Deposit

The Tenant shall lodge with the Landlord a security deposit of \$0.00. At all times the deposit shall stand charged with a lien in favour of the Landlord which shall be in priority to any claims of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. The Landlord may satisfy any claims it may have against the Tenant arising hereunder, whether liquidated or otherwise, by forthwith applying the deposit or any portion thereof to payment of such claims. In the event that the Landlord appropriates all or any portion of the deposit in payment of such claims, the Tenant shall forthwith replenish the deposit upon notice from the Landlord and failing such replenishment the Landlord may terminate this lease. Subject to any claims by the Landlord, upon termination of this lease the balance of the deposit shall be remitted to the Tenant PROVIDED HOWEVER no interest shall be payable on the deposit. The Landlord shall not be obliged to apply any or all of the deposit to any claims it may have against the Tenant before terminating this lease or having recourse to any other remedy. The deposit shall not be refundable upon assignment. The assignor and assignee between themselves shall make whatever adjustment they deem appropriate.

Section 1.9 Taxes - N/A

Notwithstanding the preceding terms of this agreement, in addition the Tenant shall pay monthly as additional rent in each and every month of the Term a sum equal to one-twelfth of the annual general, school and local improvement charges and taxes and any charges and taxes levied under or by virtue of the Hospital District Finance Act, R.S.B.C.

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1996, c. 203, as amended or substituted from time to time, the Municipal Finance Authority Act, R.S.B.C., 1996, c. 325, as amended or substituted from time to time, and any and all other statutes, laws, enactments, regulations and ordinances of the federal or provincial governments or other competent authority, or any modifications or re-enactments thereof which, except for any exemption allowed by law, would in the ordinary course have been lawfully imposed against the Premises and against all machinery in and about the Premises for each year of the Term. This sum will be calculated by the Landlord in accordance with the mill rate and/or rates of levy for the current year. PROVIDED HOWEVER that the sums payable monthly as annual taxes under this paragraph shall, at the option of the Landlord's Director of Real Estate Services, be payable semi-annually in two lump sums on or before the date specified by the Landlord's Director of Real Estate Services. Should the Premises or any portion thereof or any trade fixtures or chattels therein for any reason become subject to taxation, then the Tenant shall pay all such taxes.

Section 1.10 Harmonized Sales Tax

The Tenant shall pay when due all Harmonized Sales Taxes, value-added taxes, sales taxes and consumption based taxes, rates, levies and assessments which are from time to time payable by the Tenant or the Landlord as a result of or that would not be payable but for the rights and obligations contained in this lease, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Tenant to the Landlord. Any loss, costs, charges and expenses which relate to such taxes, rates, levies and assessments suffered by the Landlord may be collected by the Landlord as additional rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

Section 1.11 Rent Review - N/A

The parties agree that the Rent will be reviewed as of the first day of the Month, Year (the "Rent Review Date"), and the Rent payable as of a Rent Review Date will be the market rental value of the Premises, except that such Rent will not be less than the Rent in effect immediately before the Rent Review Date, and the following apply:

- (a) on or after one (1) month before a Rent Review Date, the parties will, by agreement in writing, determine the market rental value of the Premises, which market rental value will be the revised Rent payable by the Tenant from such Rent Review Date until the day before the subsequent Rent Review Date, if any;
- (b) if the market rental value of the Premises is not determined by agreement between the parties on or before the applicable Rent Review Date, then either party may elect to arbitrate the issue by so notifying the other in writing, whereupon each party will forthwith appoint one arbitrator and the two arbitrators so appointed will appoint a third arbitrator and the three arbitrators will determine the market rental value of the Premises, which will be the Rent payable by the Tenant from the applicable Rent Review Date until the day before the subsequent Rent Review Date, if any, and the provisions of the Commercial Arbitration Act, R.S.B.C. 1996, Chapter 55, as amended or substituted from time to time, will apply to the selection of the arbitrators and

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the arbitration PROVIDED HOWEVER if the parties can agree upon a single arbitrator then the arbitration will be conducted by a single arbitrator; the Landlord and the Tenant will bear the costs of arbitration equally;

- (c) the Rent payable by the Tenant for the period preceding the Rent Review Date will not be relevant in determining the market rental value of the Premises and therefore the Rent payable as of the Rent Review Date; and
- (d) if the Rent has not been determined on the applicable Rent Review Date, then, until such determination is made, the Tenant will continue to pay monthly in advance and without deduction the Rent payable prior to the Rent Review Date, PROVIDED that:
 - (i) when the Rent as of the Rent Review Date has been determined, the parties, within 10 business days of such determination having been made, will make such payment or refund as may be necessary to ensure that the Tenant has paid the amount that would have been paid if the Rent payable had been determined as of that date; and
 - (ii) any amount payable by the Tenant to the Landlord pursuant to Section 2.6(i) above will bear interest at the rate of three percent (3%) per annum above the prime rate, per annum, calculated monthly not in advance, from the Rent Review Date until paid.

Section 1.12 Naming Rights

The Tenant shall not name or rename, or sell the right to name or rename to a third party, the Premises or the Licensed Area, or any portion thereof (including individual rooms), without first having obtained the consent in writing of the Landlord, which consent may be withheld.

Section 1.13 Excess Rent

Notwithstanding any other provision in this lease, if as a result of any assignment, sublease, setting over, or otherwise parting with possession of the Premises or letting any third party into possession of the Premise the Tenant directly or indirectly receives from the assignee, subtenant or occupant (collectively referred to herein as the "Transferee") any payment, fee or any other consideration, whether in the form of cash, negotiable instrument, goods, services or in any other form whatsoever (the "Consideration") which is in excess of the Rent or any other amount payable by the Tenant to the Landlord under this lease then such Consideration will be deemed to be and will be rent payable to the Landlord under this Lease, payable at the same time as such Consideration is payable by the Transferee to the Tenant.

ARTICLE 2

Section 2.1 No Damage

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The Tenant shall not suffer, cause nor permit any damage or injury to the Premises other than reasonable wear and tear.

Section 2.2 Snow off Sidewalks

The Tenant covenants that it will keep adjacent sidewalks clear of snow and ice to comply with the requirements of the Street and Traffic By-law of the City of Vancouver and that it will indemnify and save harmless the Landlord from all costs, loss, damages, compensation and expenses suffered by the Landlord and sustained or caused by the Tenant's failure to remove snow and ice from the sidewalks. PROVIDED THAT if the Tenant does not remove snow and ice as required by the Street and Traffic By-law, the Landlord may clear the sidewalks and the cost of such removal shall be paid by the Tenant to the Landlord.

Section 2.3 Renovations

The Tenant shall not carry out or cause to be carried out any additions, renovations or alterations to the Premises or redecoration of the Premises ("Alterations") without the Landlord's prior written consent and in the giving of such consent the Landlord may attach whatever conditions, directions, stipulations, prohibitions or deadlines as it deems appropriate and the same shall be conditions of this lease. All such works shall be wholly at the Tenant's expense but shall be the Landlord's absolute property except to the extent that the same may be reasonably categorized as trade fixtures.


By consenting to any Alterations, the Landlord is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Alterations are permitted under the City of Vancouver Zoning and Development By-law No. 3575 and amendments thereto, the City of Vancouver Building By-law No. 6134 and amendments thereto, and other relevant by-laws. No consent given by the Landlord (and no failure to enforce this section of this lease) will affect the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to Section 9.1 of this lease.

Section 2.4 Maintenance

The Tenant shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times.

Section 2.5 Repairs

The Tenant shall keep and maintain the Premises in good repair as would a reasonable and prudent owner of such premises, reasonable wear and tear and structural elements or defects excepted, and the Landlord shall have access to the Premises for purpose of inspection during normal business hours and the Tenant shall repair according to notice. Without limiting the generality of the foregoing, the Tenant will promptly replace at its own cost and expense all damaged glass, plate glass, doors and windows (whether exterior or interior) within the Premises unless such damage is caused by the negligence of the Landlord. If the Tenant shall fail promptly to commence repairs and diligently prosecute same to completion after receipt of notice from the Landlord requiring repairs, then the Landlord may carry out or cause to be carried out such repairs, the costs of which shall be payable by the Tenant, and the Landlord and its employees, agents, contractors and subcontractors shall not

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be liable to the Tenant for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Tenant by reason of the Landlord effecting such repairs unless caused by the negligence of the Landlord or those for whom the Landlord is responsible in law.

Section 2.6 Liens and Encumbrances

In connection with all labour performed in, or materials supplied for, the making, erection, installation or alteration of any work or installations made by or for the Tenant in the Premises, the Tenant will comply with all the provisions of the Builders Lien Act, as amended or substituted from time to time, and other statutes from time to time applicable thereto, including any provision requiring or enabling the retention of any sum as a holdback.

The Tenant will not create any mortgage, security agreement or other encumbrance in respect of any of its leasehold improvements or trade fixtures or permit any such mortgage, security agreement or other encumbrance to attach to the Premises.

If and whenever any builders lien or other lien for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable, or claims therefore arise or are filed or any such mortgage, security agreement or other encumbrance attaches to the title to the Premises, the Tenant will, within fifteen (15) days after receipt of notice thereof, procure the discharge thereof, including any certificate of pending litigation or other notation or charge registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law. Provided however, that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien, the Tenant will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefore, and such costs as the court may direct. This section shall not prevent the Tenant mortgaging or encumbering its chattels, inventory, trade fixtures or equipment which are not fixtures.

Pursuant to Section 3(2) of the Builders Lien Act, the Landlord may file in the Land Title Office notice of its fee simple interest in the land on which the Premises are located, as is required by law to ensure that the Landlord's title does not become charged with liens related to this lease.

ARTICLE 3

Section 3.1 Limitation of Liability

The Landlord and its officers, employees and agents shall not be responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by the Tenant or by any other person who may be in or about the Premises; or

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- (b) any loss or damage of any nature whatsoever, however caused, to the Premises, any property belonging to the Tenant or to any other person while such property is in or about the Premises,

whether in the course of the performance of the Landlord's obligations under this lease or otherwise, unless resulting from the negligence of the Landlord.

Section 3.2 Exclusion of Liability

The Landlord and its officers, employees and agents shall not under any circumstances be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, that may be suffered or sustained by the Tenant or by its officers, employees or agents or any other person who may be in or about the Premises, or any loss or damage of any nature whatsoever to the Premises or to any property belonging to the Tenant or to its officers, employees or agents or to any other person while such property is in or about the Premises,
 - (i) caused by failure, by reason of breakdown or other cause, to supply adequate drainage, or by interruptions of any utility or other services, or by steam, water, rain, snow, or other substances leaking, entering, issuing or flowing onto or into any part of the Premises; or
 - (ii) however caused, if the Landlord or its officers, employees or agents enter upon the Premises in the case of an emergency;
- (b) any loss or damage of any nature whatsoever, however caused, to books, records, files, money, securities, negotiable instruments, papers or other valuables of the Tenant or its officers, employees or agents;
- (c) any business, economic or indirect loss or damage suffered or sustained by the Tenant or its officers, employees or agents of any nature whatsoever, however caused; or
- (d) any loss which the Tenant is obligated to insure against hereunder or has insured against.

Section 3.3 Indemnification

The Tenant agrees to indemnify and save harmless the Landlord and its officers, employees and agents in respect of all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work by, or any act or omission of, or relating to or arising from the occupation or possession of the Premises by the Tenant, and in respect of all costs, expenses and liabilities incurred by the Landlord in connection with or arising out of all such claims, including the expenses of any action or legal proceeding pertaining thereto and the liabilities or obligations incurred or sustained by or imposed upon the Landlord or in respect of any of its officers, employees or agents, and in respect of any loss, cost, expense or damage suffered or incurred by the Landlord arising from any breach by

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the Tenant of any of its covenants and obligations under this lease, PROVIDED HOWEVER the Tenant's covenant to indemnify and save harmless the Landlord and its officers, employees and agents shall not apply to the extent that the loss or damage is caused by negligence on the part of the Landlord or its officers, employees and agents.

ARTICLE 4

Section 4.1 Definitions

In this lease, the following words and expressions shall have the following meanings:

- (a) "Environment" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this lease;
- (b) "Hazardous Substances" means any Substance capable of creating harm to people, property and/or the Environment including, without limitation, any flammable liquids, flammable or reactive solids, oxidizers, poisons, gases (compressed, liquefied or dissolved), explosives, radioactive materials, ureaformaldehyde, asbestos materials, underground tanks, compounds known as chlorobiphenyls, Pollutants, contaminants, hazardous, corrosive or toxic Substances, special waste or waste of any kind, including, without limitation, any Substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is prohibited, controlled, regulated or licenced by any federal, provincial or municipal authority;
- (c) "Medium" means any land, water or air and includes the Premises;
- (d) "Pollute" is a verb which means to Release into or onto 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, on or near the Medium;
 - (iv) injures or is capable of injuring property or any life form in, on 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 the normal conduct of business in, on, near or from the Medium;

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- (vii) causes or is capable of causing physical discomfort to a person in, on or near the Medium;
- (viii) damages or is capable of damaging the Environment; or
- (ix) is Waste,

and "Polluted" is an adjective, and "Pollution" and "Pollutant" are nouns, which have meanings that correspond to the meaning contained in this paragraph;

- (e) "Release" includes release, spill, leak, pump, pour, dump, abandon, emit, empty, discharge, spray, inoculate, deposit, seep, throw, place, exhaust, inject, escape, leach, dispose, infuse or introduce;
- (f) "Waste" has the meaning given to it in the Environmental Management Act, S.B.C. 2003, c. 53, as amended or substituted from time to time but if the Environmental Management Act is repealed, "Waste" has the meaning given to it on the day immediately preceding the repeal of that Act or if that Act is amended so that the term "Waste" is no longer used in it, then "Waste" has the same meaning as the term which replaces it in that Act; and
- (g) "Substance" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this lease.

Section 4.2 Suitability of the Premises


The Tenant acknowledges and agrees that the Landlord, either itself or through its officers, employees or agents, has not made and the Tenant has not relied upon any representations or warranties from the Landlord or its officers, employees or agents as to:

- (a) the state of repair of the Premises;
- (b) the suitability of the Premises for any business, activity or purpose whatever;
- (c) the suitability of the Premises for use by the Tenant;
- (d) the existence, nature or extent of any Pollution on or of the Premises; or
- (e) the need to take any remedial action in relation to any Pollution on or of the Premises.

Section 4.3 Tenant's Inspection of the Premises

The Tenant acknowledges and agrees that it has been afforded all reasonable opportunity to inspect the Premises and all relevant documentation in respect thereof and to carry out such audits, investigations, tests and surveys as it considers reasonably necessary to ascertain:

- (a) the state of repair of the Premises;

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- (b) the suitability of the Premises for use by the Tenant;
- (c) the existence, nature or extent of any Pollution on the Premises; and
- (d) the need to take any remedial action in relation to any Pollution on or of the Premises;

and the Tenant has independently made all such inspections, audits, investigations, tests and surveys as it regards as being necessary for the above purposes. It is understood and agreed that the Premises are being leased to the Tenant on an "as is" basis.

The Tenant hereby assumes any and all duties, obligations or liabilities under any relevant law in respect of the Premises, including but not limited to any costs, expenses or liabilities for any remedial action for any Pollution of the Premises caused by the Tenant during the Term.

Section 4.4 Release and Indemnification

The Tenant hereby releases the Landlord and its officers, employees and agents from any and all costs, expenses, damages, losses or liabilities that may be incurred or suffered by the Tenant by reason of or resulting from or in connection with or arising in any manner whatsoever out of:

- (a) the Premises not being suitable for use by the Tenant;
- (b) the Premises being, or being found to be at any time, Polluted; or
- (c) the need to take any remedial action and the taking of such action as a result of such Pollution on or off the Premises.

The Tenant shall indemnify, defend and save harmless the Landlord in respect of all claims for bodily injury (including death), property damage or other loss or damage, including damage to property outside the Premises, arising out of or in any way connected with the manufacture, storage, transportation, handling and discharge of Hazardous Substances on or from the Premises by the Tenant or any one for whom the Tenant is responsible in law.

Section 4.5 Removal of Hazardous Substances

The Tenant shall not bring upon the Premises or any part thereof, or cause or suffer the bringing upon the Premises or any part thereof, any Hazardous Substances and if at any time there shall be any Hazardous Substances upon the Premises or a part thereof as a result of the breach of this covenant, the Tenant shall, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Article;

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- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord verification of the complete and proper removal of the Hazardous Substances from the Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.5.

Section 4.6 Breach of Laws Relating to Hazardous Substances

Without limiting the generality of Section 4.5, the Tenant shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence under or a breach of any statutes, by-laws, regulations or orders from time to time enforced relating to Hazardous Substances, and at its own cost and expense, comply with all laws and regulations from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises relating to Hazardous Substances and the protection of the Environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence thereunder or a breach thereof and, if the Tenant shall, either alone or with others, cause or suffer the happening of such event, the Tenant shall, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Section 4.6;
- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Premises or, if such is not the case, a report as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.6.

The Tenant shall, at its own expense, remedy any damage to the Premises caused by such event within the Premises or by the performance of the Tenant's obligations under this Section 4.6 as a result of such occurrence.

If any governmental authority having jurisdiction shall require the cleanup of any Hazardous Substances held, Released, spilled, abandoned or placed upon the Premises or Released into the Environment from the Premises during the Term, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. AND the Tenant agrees that if the Landlord

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determines, in its sole discretion, that the Landlord, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant, pursuant to Section 10.7 of this lease.

Section 4.7 Enquiries Pertaining to Hazardous Substances

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant, the Tenant's activities on the Premises and the Premises including without limitation laws and regulations pertaining to Hazardous Substances and the protection of the Environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information.

Section 4.8 Landlord's Inspection of Goods

The Landlord may at any time and from time to time inspect the Tenant's goods upon the Premises and the Tenant's records relating thereto for the purpose of identifying the nature of the goods and the existence or absence of any Hazardous Substances and the Tenant shall assist the Landlord in so doing.

Section 4.9 Ownership Remains With Tenant

If the Tenant shall bring or create upon the Premises any Hazardous Substances or suffer the bringing or creation upon the Premises of any Hazardous Substances or if the conduct of the Tenant's business shall cause there to be any Hazardous Substance upon the Premises then, notwithstanding any rule of law or equity to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Premises and notwithstanding the expiry or earlier termination of this lease.

Section 4.10 Environmental Covenants Survive Termination

The obligations of the Tenant in this Article 4 shall survive the expiry or earlier termination of this lease save only that, to the extent that the performance of those obligations requires access to or entry upon the Premises or any part thereof the Tenant shall have such entry and access only at such times and upon such terms and conditions as the Landlord may from time to time specify; and the Landlord may, at the Tenant's cost and expense, undertake the performance of any necessary work in order to complete such obligations of the Tenant; but having commenced such work, the Landlord shall have no obligation to the Tenant to complete such work.

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ARTICLE 5

Section 5.1 Tenant's Insurance

The Tenant shall, without limiting any of its obligations or liabilities under this lease, obtain and continuously carry during the term of this lease at its own expense and cost, insurance coverage with minimum limits of not less than those specified, as follows:

- (a) comprehensive general liability insurance with limits of \$2,000,000 dollars per occurrence or such higher limit of coverage as the Landlord's Director of Risk and Emergency Management may require from time to time and the policy shall:
 - (i) indemnify and protect the Tenant, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to the Premises or to any public or private property occurring within or about the Premises or arising by virtue of the Tenant's occupation or possession of the Premises;
 - (ii) insure the Tenant, the Landlord and their respective officers, employees and agents in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party and any breach of a condition of the policy by any party or by any officer, employee or agent of one party shall not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
 - (iii) add the Landlord, its officials, officers, employees and agents as additional insureds;
 - (iv) include All Risk (Broad Form) Tenant's Legal Liability insurance for an amount equal to the full replacement cost of the Premises, such coverage to include the activities and operations conducted by the Tenant and third parties in the Premises;
 - (v) include blanket contractual liability covering liability arising directly or indirectly out of the performance of this lease: and
 - (vi) provide for a limit of deductibility not greater than Two Thousand Dollars (\$2,000.00) or such other minimum limit as the Landlord's Director of Risk and Emergency Management may sanction from time to time.
- (b) All Risk (Broad Form) insurance on property of every description and kind owned by the Tenant or for which the Tenant is legally liable or installed by or on behalf of the Tenant (and which is located in the Premises), including without limitation furniture, fittings, installations, alterations, additions, partitions, fixtures, trade fixtures and any display model, project, prototype,

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tool, instrument or device within the Premises in an amount not less than ninety percent (90%) of the full replacement cost thereof. The City of Vancouver shall be added as named insured and loss payee for its interest.

Section 5.2 General Requirements of Insurance

The following shall apply to all insurance policies:

- (a) the policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Landlord's Director of Risk Management and shall provide the Landlord with 30 days prior written notice of material change or cancellation. Notice shall be given to the City of Vancouver, c/o Risk and Emergency Management Division, Attention: Insurance Administrator. Notice must identify the name of the Tenant as set out in this lease and the location or address of the Premises;
- (b) neither the providing of insurance by the Tenant in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Tenant from any other provisions of this lease with respect to liability of the Tenant or otherwise;
- (c) the insurance coverage shall be primary insurance as respects the Landlord and any insurance or self-insurance maintained by or on behalf of the Landlord, its officials, officers, employees or agents shall be excess of this insurance and shall not contribute with it; and
- (d) subject to the provisions of this Article 5, the Tenant shall provide at his/their own cost any additional insurance which the Tenant is required by law to provide or which the Tenant considers necessary.

Section 5.3 Evidence of Insurance

Prior to the commencement of the lease, the Tenant shall provide evidence of each policy of insurance required to be taken out by the Tenant in the form of a City of Vancouver Certificate of Insurance. If required by the Landlord, the Tenant shall provide certified copies of the policies signed by the insurers. Although not required to do so, if the Tenant fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Landlord may secure such insurance and the Tenant shall pay the cost of same as additional rent.

ARTICLE 6

Section 6.1 Termination on Damage or Destruction

If the Premises are substantially damaged or destroyed to the extent that the Premises or a substantial area of the Premises are rendered unusable by the Tenant or convenient

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access to the Premises cannot be had, all as determined by the Landlord in its sole discretion, the Landlord may, at its option, elect to not rebuild or repair the Premises and may terminate this lease and the Tenant's liability for rent will end as of the date of such damage or destruction but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

Section 6.2 Repair of Damage or Destruction

If the Landlord elects to rebuild or repair the Premises, the Landlord will commence rebuilding or repairing within 60 calendar days of the occurrence of the damage or destruction. If the Landlord does not initiate the rebuilding or repairing within such time period or, having commenced rebuilding or repairing, does not prosecute same to completion with reasonable dispatch, then the Tenant may give the Landlord 14 calendar days notice of the termination of this lease but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

Section 6.3 Abatement of Rent

In the event of damage or destruction to the Premises to the extent that the Premises or part of the Premises are rendered unusable or convenient access to the Premises cannot be had, which in either case is not caused by the default or negligence of the Tenant or those for whom it is responsible in law, the rent will abate in the same proportion that the area of which the Tenant is deprived bears to the total area as determined in the opinion of the Landlord and such abatement will continue only so long as the Landlord determines its continuance to be reasonable.

ARTICLE 7

Section 7.1 Assignment

The Tenant shall not assign its leasehold interest in the Premises save and except upon the written consent of the Landlord, which consent the Landlord may not unreasonably withhold but nevertheless if there are personal covenants herein on the part of the Tenant which, in the opinion of the Landlord's solicitors will not run with the lease, then the Landlord may withhold its consent to assignment unless the prospective assignee covenants with the Landlord to be bound by such personal covenants as if such covenants had been made between the Landlord and the prospective assignee.

Any amalgamation of the Tenant with any other party, and any change of effective control of the Tenant, will constitute an assignment of the Tenant's interest under this lease and will be subject to all of the provisions of this Section 7.1. Change of effective control of the Tenant includes any transfer, voluntary or involuntary, direct or indirect, which results in a change in the person or persons exercising or who might exercise effective control of the Tenant or the business required to be carried on in the Premises.

Section 7.2 Subleasing

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The Tenant shall not sublease, license, set over or otherwise part with possession of the Premises or let any third party into possession of the Premises save and except upon written consent of the Landlord, which consent the Landlord may not unreasonably withhold.

Section 7.3 Assignment of Sublease Rent

Notwithstanding Section 7.2 hereof, the Tenant hereby assigns to the Landlord all rents and fees payable to the Tenant under any sublease, license or occupation agreement with any third party, which assignment shall supersede any provisions regarding the Tenant in bankruptcy and any claims of the creditors of the Tenant whether by execution, attachment, garnishing order or otherwise PROVIDED HOWEVER the Landlord agrees to refrain from enforcing the said assignment so long as the Tenant shall not be in default in the payment of rent or the performance or observance of its covenants hereunder. Upon the Tenant falling into default in the payment of its rent or the performance or observance of its other covenants hereunder, the Landlord may forthwith direct the sub lessee, licensee or such other third party to pay to the Landlord the sublease rent, license fees or other monies as would otherwise be owing to the Tenant from time to time and the payment of such monies to the Landlord shall pro tanto discharge the sub lessee's, licensee's or other third party's obligations to the Tenant and the Landlord shall apply such monies to the rent and the performance and observance of the Tenant's covenants hereunder notwithstanding any claims on the part of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. If the sub lessee, licensee or other third party fails to abide by the Landlord's directions in this behalf then, at the Landlord's election, the sublease, license or other third party agreement shall cease and determine and the Landlord may forthwith re-enter the subleased, licensed or occupied portion of the Premises and arrange for new occupants thereof whose occupation shall be subject to the provisions of this paragraph.

Section 7.4 Mortgage of Lease

Under no circumstances whatever may this lease be mortgaged or otherwise encumbered by way of sublease, assignment or otherwise.

ARTICLE 8

Section 8.1 Bankruptcy

If the Term or any of the goods or chattels of the Tenant are at any time seized or taken in execution by any creditor of the Tenant, or if the Tenant makes a general assignment for the benefit of creditors, or if the Tenant institutes proceedings to have the Tenant adjudicated as bankrupt or insolvent, or if the Tenant becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction adjudging the Tenant bankrupt or insolvent, or if the Tenant is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Tenant or its directors shall pass any resolution authorizing the dissolution or winding-up of the Tenant, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Tenant's property shall be appointed or applied for by the

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Tenant or by one or more of the Tenant's creditors, then the Landlord shall be so notified and the then current rent plus an additional three (3) months current rent shall immediately become due and be paid and the Landlord may immediately claim the same together with any arrears of rent and, at the option of the Landlord, the Term is subject to termination forthwith. If the Tenant becomes defunct or amalgamates with any other body without obtaining the prior written consent of the Landlord or if a committee is appointed under the Patients Property Act, R.S.B.C. 1996, c. 349, as amended or substituted from time to time, to lawfully deal with the Tenant's estate then at the option of the Landlord the Term shall forthwith terminate. If the Tenant surrenders up its certificate of incorporation or otherwise ceases to exist the Term terminates as of such surrender or dissolution. If the Tenant is a natural person, at any time after the Tenant's death the Landlord may terminate the Term upon sixty (60) days notice to any executor or administrator of his estate.

ARTICLE 9

Section 9.1 Statutes and By-laws

The Tenant covenants to promptly and faithfully observe and comply with all federal, provincial or civic statutes, by-laws, regulations and orders now or hereafter which are in force and in effect which touch and concern the Premises or the Tenant's activities within the Premises, including, without limitation, any applicable environmental guidelines, and any amendments thereto, which deal with environmental protection and safety and/or Hazardous Substances. If any such statutes, by-laws, regulations, orders or guidelines are directed at owners, the Tenant shall perform and observe same at his own expense in the place and stead of the Landlord.

Section 9.2 Quiet Enjoyment

Subject to the provisions of this lease and subject to the provision that nothing contained or implied herein shall prejudice or affect the Landlord's rights and powers in the exercise of its functions pursuant to the Vancouver Charter, S.B.C. 1953, c. 55, as amended or substituted from time to time, and the rights and powers of the Landlord under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively exercised in relation to the Premises as if this lease had not been executed and delivered by the Landlord and the Tenant, the Landlord covenants with the Tenant for quiet enjoyment.

Section 9.3 Performance of Obligations

The Tenant covenants with the Landlord to faithfully and promptly pay the rent and perform and observe its obligations herein.

Section 9.4 No Registration of Lease

The Landlord is not obligated to deliver this lease in registrable form. The Tenant shall not register this lease in the Land Title Office.

ARTICLE 10

Section 10.1 Breach of Covenants

If and whenever:

- (a) any Rent payment or any part thereof is not made on the day appointed for payment thereof; or
- (b) the Tenant is in default in the payment of any money, other than Rent, required to be paid by the Tenant under the terms of this lease and such default continues for ten (10) days following any specific due date on which the Tenant is to make such payment or, in the absence of such specific due date, for ten (10) days following notice requiring the Tenant to pay the same; or
- (c) the Tenant defaults in performing or observing any of the provisions of this lease other than those requiring payment of money to the Landlord and such default continues for a period of twenty (20) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly and diligently and continuously after the service of such notice to cure same; or
- (d) the Premises are vacated or unoccupied for ten (10) or more consecutive days while the Premises can be used for the Permitted Use, without the consent of the Landlord; or
- (e) the Premises are abandoned by the Tenant; or
- (f) this lease is terminated;

then and in every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forcible entry if necessary, to re-enter into and upon the Premises, and to terminate this lease by leaving upon the Premises notice in writing of such termination. If the Landlord terminates this lease pursuant to this section, or otherwise as a result of default of the Tenant, there shall immediately become due and owing to the Landlord, in addition to any other sums payable to the Landlord hereunder as damages suffered by the Landlord as a result of the Tenant's breach, the then current month's rent, together with the rent accruing for the remainder of the Term. This provision for notice and termination shall not be construed so as to delay or supercede any specific remedy to which the Landlord may have recourse in this lease.

Section 10.2 Distraint

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, the Landlord may seize and sell all the Tenant's goods and property, whether within the Premises or not, and apply the proceeds of such sale towards any arrears of rent

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(including amounts deemed to be rent under this lease) and the costs of the seizure and sale. The Tenant further agrees that if it abandons the Premises and any arrears of rent remain unpaid, the Landlord, in addition to any remedy otherwise provided by law, may seize and sell the goods and property of the Tenant at any place to which the Tenant or any other person may have removed them from the Premises, in the same manner as if such goods and property had remained in, about or upon the Premises.

Section 10.3 Right to Re-let

If the Landlord becomes entitled to re-enter the Premises the Landlord shall have the right, if it thinks fit, to enter the Premises as the agent of the Tenant either by force or otherwise without being liable for any prosecution therefor, and as agent of the Tenant to re-let the Premises or any part or parts thereof at the risk of the Tenant and, as agent for the Tenant, to receive the rent therefor and, as agent for the Tenant, to take possession of any furniture, equipment and other property therein and sell the same at public or private sale without notice. Such rent and proceeds from the sale of the furniture, equipment and other properties shall be allocated first to the Landlord's cost of so entering and re-letting, then to interest on amounts due by the Tenant to the Landlord hereunder and unpaid, and then to the payment of such unpaid sums. The balance of such rent and proceeds, if any, may be applied by the Landlord on account of the rent due hereunder to the Landlord.

Section 10.4 Forfeiture

The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event the Tenant shall be evicted or dispossessed from the Premises for any cause, statutory or otherwise, or if the Landlord re-enters the Premises following the occurrence of any default by the Tenant hereunder, or if this lease is terminated before the expiration date thereof originally fixed herein.

Section 10.5 Remedies Generally

Mention in this lease of any particular right or remedy of the Landlord in respect of the default by the Tenant shall not preclude the Landlord from any other right or remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this lease. No right or remedy shall be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such rights or remedies being cumulative and not alternative. Whenever the Tenant seeks a remedy in order to enforce the observance or performance of any of the terms, covenants and conditions contained in this lease on the part of the Landlord to be observed or performed, the Tenant's only remedy (except where another remedy is expressly provided herein, in which event the Tenant shall be restricted to that remedy) shall be for such damages as the Tenant shall be able to prove in a court of competent jurisdiction that the Tenant has suffered as a result of a breach (if established) by the Landlord in the observance and performance of any of the terms, covenants and conditions contained in this lease on the part of the Landlord to be observed and performed. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of the Landlord and the Tenant created hereby, the Tenant's use or occupancy of the Premises or any claim for any injury. In the event the Landlord commences any action or proceeding for non-payment of rent, the

Tenant agrees not to interpose any counterclaim of any nature or description in any such action or proceeding. In the event of any breach or threatened breach by the Tenant of any of the terms and provisions of this lease, the Landlord shall have the right to injunctive relief as if no other remedies were provided herein for such breach. The Tenant hereby expressly waives any right to assert a defence based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment therein shall bar the Landlord from bringing any subsequent action or proceeding from time to time. If the Tenant shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, whether by a renewal or extension option herein contained or by separate agreement, the Landlord may cancel such option or agreement for renewal or extension of this lease, upon written notice to the Tenant.

Section 10.6 Expenses

If any legal proceeding is brought for recovery of possession of the Premises, for the recovery of rent or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, the Tenant shall pay to the Landlord as additional rent, upon demand, all costs and expenses incurred therefor (including without limitation, all professional and consultant fees, and all legal fees on a solicitor and his own client basis, disbursements, and all court costs and expenses of any legal proceeding; and the term "proceeding" shall include, without limitation, any arbitration, administrative, governmental, quasi-governmental or any other mediation proceeding and the term "costs" shall include the pro-rata portion of the wages, salaries and all other remuneration of the Landlord's officers and employees reasonably attributed to the matter).

Without limiting the generality of the immediately preceding paragraph or any other provisions of this lease, the Tenant shall pay to the Landlord, as additional rent upon demand, all costs and expenses (including, without limitation, those fees, disbursements, costs and expenses set out in the bracketed insert in the immediately preceding paragraph of this Section 10.6) which the Landlord may incur or pay out by reason of, or in connection with:

- (a) any proceeding by the Landlord to terminate this lease or for the recovery of possession of the Premises or for the recovery of rent;
- (b) any other proceeding by the Landlord against the Tenant or any indemnitor;
- (c) any distress levied by the Landlord against the Tenant's goods, chattels and inventory or any of them on the Premises for the recovery of rent;
- (d) any default by the Tenant in the observance or performance of any obligations of the Tenant under this lease whether or not the Landlord commences any proceeding against the Tenant or any indemnitor;
- (e) any proceeding brought by the Tenant against the Landlord (or any officer, employee or agent of the Landlord) in which the Tenant fails to secure a final judgment against the Landlord;

- (f) any other appearance by the Landlord (or any officer, employee or agent of the Landlord) as a witness or otherwise in any proceeding whatsoever involving or affecting the Landlord, the Tenant, this lease, the indemnity agreement (if any) or the Premises;
- (g) any amendment, modification or change in any of the terms of this lease or the indemnity agreement, if any (and any request or negotiations pertaining thereto, whether or not such amendment, modification or change is finally agreed on);
- (h) any renewal, extension, surrender, or release of this lease or the indemnity agreement, if any (and any request or negotiations pertaining thereto, whether or not such renewal, extension, surrender or release becomes effective);
- (i) any transfer of this lease (and any request or negotiations pertaining thereto, whether or not such transfer is approved and finally agreed on); and
- (j) any Alterations of or to the Premises (and any request or negotiations pertaining thereto, whether or not such Alterations are approved and finally agreed on).

The Tenant's obligations under this Section 10.6 shall survive the expiration or earlier termination of this lease.

Section 10.7 Landlord May Remedy Tenant's Default

If the Tenant fails to pay, when due, any amount required to be paid by the Tenant pursuant to this lease, the Landlord, after giving two (2) days' notice in writing to the Tenant, may, but shall not be obligated to, pay all or any part of it. If the Tenant is in default in the performance of any of its covenants or obligations hereunder (other than the payment of rent required to be paid by the Tenant pursuant to this lease), the Landlord may from time to time after giving such notice as it considers sufficient (or without notice in the case of an emergency) having regard to the circumstances applicable, perform or cause to be performed any of such covenants or obligations, or any part thereof, and for such purpose may do such things as may be required, including, without limitation, entering upon the Premises and doing such things upon or in respect of the Premises or any part thereof as the Landlord considers requisite or necessary. All expenses incurred and expenditures attributable to or made (including all employee, overhead and other internal costs) pursuant to this Section 10.7, shall be paid by the Tenant to the Landlord as additional rent upon demand. The Landlord shall have no liability to the Tenant or any other person for any claims resulting from any such action, entry or performance of any work by the Landlord upon the Premises.

Section 10.8 Security Agreement

- (a) The Tenant hereby grants to the Landlord a security interest ("Security Interest") in all of the Tenant's personal property of any kind including, without limiting the generality of the foregoing, all goods, chattels, trade fixtures, furniture, equipment, inventory, stock-in-trade, chattel paper, instruments, documents of title, supplies, securities, the business on the Premises, accounts receivable, book debts and intangibles (collectively, "Collateral") which are or

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may be at any time hereafter on the Premises or elsewhere, to secure the payment of all rent and the fulfillment of the other obligations of the Tenant under this lease. Except for the Security Interest, the Tenant agrees that all Collateral on the Premises shall be the unencumbered property of the Tenant. The Tenant agrees to enter into, on the Landlord's request, a separate security agreement, mortgage or similar other charge or security instrument, in addition to this security agreement, or to document separately the Security Interest hereby granted, containing such terms as the Landlord shall reasonably require, on all of the Collateral at any time during the Term, including all after-acquired items forming part of the Collateral, as security for the payment of rent and performance by the Tenant of all of its other obligations pursuant to this lease. Whether or not any additional or separate security agreement, mortgage, charge or other security instrument is requested by or given to the Landlord as aforesaid, the Tenant confirms and agrees that the Security Interest is complete and valid without the necessity of the Tenant's giving any other or further documentation in respect thereof. The Tenant agrees that the Security Interest shall attach to the Collateral immediately upon the execution of this lease and that, to the extent necessary to give full effect to this Section 10.8, this lease is intended to constitute a security agreement as defined in the Personal Property Security Act, R.S.B.C. 1996 c. 359 as amended or substituted from time to time. This security agreement is separate from and shall survive the termination, expiry or disclaimer of this lease.

- (b) On default by the Tenant under this lease, the Landlord may itself, or by its agents or employees, or by a receiver or any replacement thereof appointed in writing by Landlord, take possession of the Collateral, carry on the business on the Premises, in such manner as Landlord or such receiver determines, and realize upon the Collateral and enforce its rights under the Security Interest by any remedy or proceeding authorized or permitted hereby or at law including, without limitation, all rights and remedies available to a secured party under the Personal Property Security Act and any other similar statutes; included in such rights of the Landlord is the right to recover the reasonable expenses of retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral and all other reasonable expenses, including legal costs, incurred by the Landlord, the Landlord may exercise any rights as provided by this Section 10.8 on the Premises and for such purpose may lock the Premises, change any locks on the Premises and by any means exclude the Tenant from all or any parts of the Premises and the Landlord shall not thereby be terminating this lease in the absence of express written notice terminating this lease.
- (c) This Security Interest shall not be deemed to have been satisfied, discharged or redeemed by reason of the Tenant not being indebted to the Landlord at any time or from time to time and no payment shall reduce the amount secured by

this Security Interest except to the extent expressly approved by the Landlord in writing.

- (d) This Security Interest is given in addition, and not as an alternative, and may be exercised by the Landlord without prejudice to any other rights of the Landlord under this lease or at law including, without limitation, the Landlord's right of distress.

ARTICLE 11

Section 11.1 Vacant Possession

Upon termination of the Term, whether by the passage of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish and stock-in-trade and shall ensure that the Premises are to the standard of repair and decoration required of the Tenant pursuant to Article 2 hereof.

Section 11.2 Trade Fixtures

- (a) If the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall have the right to remove its trade fixtures from the Premises but shall make good any damage caused to the Premises resulting from the installation or removal thereof.
- (b) If the Tenant fails to remove any of its trade fixtures and restore the Premises as provided in Section 11.2(a), all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord requires removal thereof pursuant to Section 11.2(d).
- (c) If the Tenant abandons the Premises or this lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant, as of the moment of such default by the Tenant, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 11.2(d), become and be deemed to be the property of the Landlord, without compensation to the Tenant but without prejudice to any other right or remedy of the Landlord at law or in equity.
- (d) Notwithstanding that any trade fixture is or may become the property of the Landlord, the Tenant shall forthwith remove all or part of the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant.

- (e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 11.2(d), fails to promptly remove any trade fixture in accordance with such notice, the Landlord may enter into the Premises and remove therefrom all or part of such trade fixture and make good any damage caused to the Premises resulting from the installation or removal thereof, without any liability accruing against the Landlord and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

Section 11.3 Overholding

If the Tenant continues to occupy the Premises after the expiration of the Term, the rent shall be at market rates, and the Landlord shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one month's prior notice in writing.

ARTICLE 12 RIGHT OF ENTRY

Section 12.1 For Showings/Inspection

The Landlord or its agents have the right to enter the Premises at any reasonable time (and upon twenty-four (24) hours written notice to the Tenant) to examine them or to show them to prospective purchasers, tenants or mortgagees, and to enter the Premises at times mutually agreed between the Landlord and the Tenant (or on reasonable prior notice) to make such repairs as the Landlord may deem necessary or desirable and the Landlord will be allowed to take all required material into and upon the Premises without such entry constituting an eviction of the Tenant in whole or in part nor a breach of the Landlord's obligations and the rent reserved will in no way abate by reason of loss or interruption of the business of the Tenant or otherwise while the repairs are being made, provided the Landlord takes all commercially reasonable steps to perform the work expeditiously and with as little inconvenience to the Tenant as is possible in the circumstances.

Section 12.2 Landlord's Access to Records

The Landlord may at any reasonable time and upon twenty-four (24) hours written notice to the Tenant enter (or permit governmental authorities to enter) the Premises or any other office of the Tenant's for the purpose of ensuring the Tenant's compliance with this lease, including without limitation, by auditing the Tenant's environmental and financial records and by conducting soil, water and other tests, provided that the Landlord takes reasonable steps to avoid interfering with the Tenant's use and occupation of the Premises.

Section 12.3 "For Lease/Sale" Signs

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During the six (6) months prior to the expiration of the Term, the Landlord may place upon the Premises the usual notices "For Lease" or "For Sale" and the Tenant will permit the notices to remain without interference or interruption. The Landlord may at any time within six (6) months before the end of the Term enter the Premises and bring others at all reasonable hours for the purposes of showing the Premises to prospective tenants or purchasers.

Section 12.4 Emergency Access

If and when for any reason an emergency will exist or be contemplated, the Landlord or its agents may enter the Premises by a master key, or may forcibly enter them, provided reasonable care is exercised, without rendering the Landlord or such agent liable, and without in any manner affecting the Tenant's obligations under this lease. However, despite the above, the Landlord has no obligation, responsibility or liability, for the care, maintenance or repair of the Premises except as otherwise specifically provided.

ARTICLE 13

Section 13.1 Option to Renew - N/A

Intentionally Deleted.

Section 13.2 Landlord Released

In the event of the sale or lease by the Landlord of the Premises or the assignment by the Landlord of its interest in this lease, the Landlord will without further written agreement be released and relieved of and from such liabilities and obligations.

Section 13.3 Tenant's Covenant

The Landlord may sell, transfer or otherwise dispose of the Premises, or any portion of the Premises, to any party and upon the conveyance to such party of the Premises or any portion of them, the Tenant will attorn to and become the Tenant of such party under the terms of this lease and the Tenant will provide such party with an acknowledgment in writing binding upon the Tenant that it will perform the obligations and satisfy the liabilities of the Tenant, and any indemnifier or covenantor will execute and deliver a new covenant or indemnity agreement to such party on the same terms as any existing agreement with the Landlord.

Section 13.4 Status Statement

The Tenant will provide within three (3) days of the request of the Landlord a status statement for the Landlord, addressed to the Landlord and any potential buyer or mortgagee, binding upon the Tenant, confirming:

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- (a) that the Tenant has accepted possession of the Premises;
- (b) whether or not the Landlord has carried out all of its obligations pursuant to this lease;
- (c) that this lease constitutes the whole of the agreement between the parties (or setting out such other agreements);
- (d) that this lease is in full force and effect and that there are no defences or set offs which the Tenant claims against the Landlord (or setting out any such claims); and
- (e) such other matters as may be reasonably required by the Landlord or any potential or actual purchaser of the Premises.

ARTICLE 14

Section 14.1 Delivery of Notices

Any notice required to be given hereunder must be in writing and the sender must deliver it by hand or by telecopier or by mail to the party to which it is to be given, as follows:

- (a) to the Tenant:

Vancouver Economic Development Society
 #402 - 134 Abbott Street
 Vancouver, B. C., V6B 2K4

Attention: Ms Juvarya Warsi

and

- (b) to the Landlord:

City of Vancouver
 c/o The Director of Real Estate Services
 453 West 12th Avenue
 Vancouver, B.C. V5Y 1V4

or to such other address or telecopier number as the party may designate and will be deemed to have been received on the day of delivery or telecopying if within business hours on a business day and otherwise on the next succeeding business day and, if mailed, the fifth day after mailing, provided that if there is between the time of mailing and the actual



receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice then such notice shall only be effective if actually delivered.

Section 14.2 Administration of Lease

Where this agreement requires or permits on the part of the Landlord any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the Landlord when performed by the Landlord's Director of Real Estate Services or his nominee.

Section 14.3 Covenants Survive Termination

The covenants herein on the part of the Landlord and the Tenant which, as of termination of this lease or the Term whether by passage of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

Section 14.4 Time is of the Essence

Time shall be of the essence of this lease, save as herein otherwise specified.

Section 14.5 Captions and Headings

The captions and headings throughout this lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease nor in any way affect this lease.

Section 14.6 Interpretation

Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires; these presents shall extend to, be binding upon and enure to the benefit of the Landlord and the Tenant and the successors and assigns of the Landlord and the heirs, executors, administrators, successors and permitted assigns of the Tenant.

Section 14.7 Joint and Several

Any covenant, agreement, condition or proviso made by two (2) or more persons shall be construed as several as well as joint.



Section 14.8 Waiver

No waiver of or neglect to enforce this lease upon a default by the Tenant will be deemed to be a waiver of any such right upon any subsequent similar default. Without limiting the generality of this Section 15.8, the acceptance by the Landlord of part payment of any sums, including rent, required to be paid under this lease will not constitute a waiver or release of the Landlord's right to payment in full of such sums.

Section 14.9 Entire Agreement

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, terms or conditions expressed or implied relating to this lease or the Premises except as expressly set out in this lease, and that this lease may not be modified except by an agreement in writing executed by both the Landlord and the Tenant.

Section 14.10 Governing Law

This lease will be governed by and interpreted in accordance with the laws of British Columbia and the parties irrevocably attorn to the jurisdiction of the courts of British Columbia.

Section 14.11 Severability

If any provision or provisions of this lease are determined by a court to be illegal or not enforceable, it or they shall be considered separate and severable from this lease and the remaining provisions of this lease shall remain in full force and be binding upon the parties.

Section 14.12 Relationship between Landlord and Tenant

Nothing contained in this lease nor any acts of the Landlord or the Tenant will be deemed to create any relationship between the Landlord and the Tenant other than the relationship of landlord and tenant.

Section 14.13 Force Majeure


Despite anything contained in this lease to the contrary, if the Landlord or the Tenant is, in good faith, delayed or prevented from doing anything required by this lease because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed or of its officers, employees or agents, the doing of the thing is excused for the period of the delay and the party delayed will promptly do what was delayed or prevented within the appropriate period after the delay. The preceding sentence does not excuse the Tenant from payment of rent or the Landlord from payment of amounts, if any, that it is required to pay, in the amounts and at the time specified in this lease.



IN WITNESS WHEREOF the parties hereto have executed this lease as of the day and year first above written.

CITY OF VANCOUVER

per:


Authorized Signatory

Vancouver Economic Development Society

per:


Authorized Signatory

Authorized Signatory

Approved by the Landlord's General Manager of Business Planning & Services on August 18, 2011.

This is the signatory page of a Lease between the City of Vancouver as Landlord and Vancouver Economic Development Society as Tenant concerning 1800 Spyglass Place (the Premises).



THIS AGREEMENT is dated for reference the 8th day of April, 2015

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with offices
at 453 West 12th Avenue, in the City of Vancouver, in the
Province of British Columbia V5Y 1V4

(the "Landlord")

AND:

SIMON FRASER UNIVERSITY
8888 University Drive,
Burnaby, B. C. Canada V5A 1S6

(the "Tenant")

Premises:

1800 Spyglass Place

Term:

Four (4) years from January 1, 2015, and ending on December 31, 2018.

Rent:

Ten Dollars (\$10.00) for the entire term

Rent Review:

N/A

Option to Renew:

N/A

Early Termination:

Six (6) months' written notice by the Landlord

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A. The Landlord is the owner of all and singular those lands and premises situate in the City of Vancouver, in the Province of British Columbia, having a civic address as 1800 Spyglass Place, Vancouver, and legally described as:

Parcel Identifier Number 011-704-390
Lot 179
Block 21847
District Lot False Creek
New Westminster Land District
Explanatory Plan 20019

which lands and premises are hereinafter called the "Building";

B. The Tenant has requested that the Landlord lease the portion of the Building as set out on Schedule "A" attached hereto (the "Premises") to the Tenant as hereinafter provided; and

C. The Landlord's City Manager, on the 8th day of April, 2015, authorized the lease of the Premises to the Tenant upon the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the conditions set out hereunder.

ARTICLE 1

Section 1.1 Term

In consideration of the rents, covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the term of four (4) years commencing on the 1st day of January, 2015 and expiring at 11:59 p.m. on the 31st day of December, 2018 (the "Term").

Section 1.2 Early Termination

The Landlord may terminate this lease upon giving the Tenant six (6) months prior written notice of such termination. The Landlord shall not pay to the Tenant any compensation due to such termination.

Section 1.3 Rent

Yielding and paying therefor in advance during the Term, Ten (\$10.00) Dollars commencing at the start of the Term. The Rent together with any additional rent payable by the Tenant is referred to as "rent" in this lease.

Section 1.4 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this lease shall be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any setoff, compensation or deduction whatsoever at the office of the Landlord's Director of Real Estate Services specified in Section 15.1 or such other place as the Landlord may designate from time to time in writing to the Tenant;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit; and
- (d) deemed to be rent, in partial consideration for which this lease has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent as the Landlord has for default in payment of rent.

Section 1.5 Utilities - intentionally deleted.

The rent is inclusive of all typical utilities, including electrical, gas, water, sewer, garbage and recycling.

Section 1.6 Use of Premises

The Tenant will not use or occupy, nor suffer or permit the use of the Premises or any part thereof for any purpose other than office (the "Permitted Use"). Without limiting the generality of the foregoing, the Tenant shall not at anytime suffer, permit or allow any person to occupy the Premises for residential purposes.

The Tenant will not use, or suffer or permit the use of, any part of the Premises in such a manner as to cause, suffer or permit any annoying noises or offensive odours to emanate from any part of the Premises.

By agreeing to the Tenant using the Premises for the Permitted Use, the Landlord is agreeing as the owner of the Premises only and is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Permitted Use is a permitted use under the City of Vancouver Zoning and Development By-law No. 3575 and amendments thereto and other relevant by-laws. Nothing in this Section 1.6 affects the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to Section 9.1 of this lease.

Section 1.7 Interest on Arrears

Whenever and so long as the Rent or any other amounts payable hereunder by the Tenant to the Landlord shall be in arrears, such amounts shall bear interest at the rate of three percent (3%) per annum above the "prime rate" (hereinafter defined), per annum calculated monthly not in advance, from the date due until paid irrespective of whether or not the Landlord has demanded payment. In this lease, "prime rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate; provided that if a court declares or holds the prime rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder shall be fourteen percent (14%) per annum calculated monthly not in advance from the date due until paid. The Landlord shall have all the remedies for the collection of such interest as in the case of rent in arrears, but this provision for interest shall not prejudice or affect any other remedy of the Landlord under this lease. The Tenant shall also pay the Landlord's standard charge levied on N.S.F. cheques.

Section 1.8 Security Deposit

The Tenant shall lodge with the Landlord a security deposit of \$0.00. At all times the deposit shall stand charged with a lien in favour of the Landlord which shall be in priority to any claims of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. The Landlord may satisfy any claims it may have against the Tenant arising hereunder, whether liquidated or otherwise, by forthwith applying the deposit or any portion thereof to payment of such claims. In the event that the Landlord appropriates all or any portion of the deposit in payment of such claims, the Tenant shall forthwith replenish the deposit upon notice from the Landlord and failing such replenishment the Landlord may terminate this lease. Subject to any claims by the Landlord, upon termination of this lease the balance of the deposit shall be remitted to the Tenant PROVIDED HOWEVER no interest shall be payable on the deposit. The Landlord shall not be obliged to apply any or all of the deposit to any claims it may have against the Tenant before terminating this lease or having recourse to any other remedy. The deposit shall not be refundable upon assignment. The assignor and assignee between themselves shall make whatever adjustment they deem appropriate.

Section 1.9 Taxes - intentionally deleted.

Section 1.10 Goods and Services Tax - intentionally deleted.

Section 1.11 Rent Review - intentionally deleted.

Section 1.12 Naming Rights

The Tenant shall not name or rename, or sell the right to name or rename to a third party, the Premises or the Licensed Area, or any portion thereof (including individual rooms), without first having obtained the consent in writing of the Landlord, which consent may be withheld.

Section 1.13 Excess Rent

Any revenue generation as a result of assignment or sublease shall remain with the tenant, subject to section 7.2 Subleasing.

ARTICLE 2

Section 2.1 No Damage

The Tenant shall not suffer, cause nor permit any damage or injury to the Premises other than reasonable wear and tear.

Section 2.2 Snow off Sidewalks

The Tenant covenants that it will keep adjacent sidewalks clear of snow and ice to comply with the requirements of the Street and Traffic By-law of the City of Vancouver and that it will indemnify and save harmless the Landlord from all costs, loss, damages, compensation and expenses suffered by the Landlord and sustained or caused by the Tenant's failure to remove snow and ice from the sidewalks. PROVIDED THAT if the Tenant does not remove snow and ice as required by the Street and Traffic By-law, the Landlord may clear the sidewalks and the cost of such removal shall be paid by the Tenant to the Landlord.

Section 2.3 Renovations

The Tenant shall not carry out or cause to be carried out any additions, renovations or alterations to the Premises or redecoration of the Premises ("Alterations") without the Landlord's prior written consent and in the giving of such consent the Landlord may attach whatever conditions, directions, stipulations, prohibitions or deadlines as it deems appropriate and the same shall be conditions of this lease. All such works shall be wholly at

the Tenant's expense but shall be the Landlord's absolute property except to the extent that the same may be reasonably categorized as trade fixtures.

By consenting to any Alterations, the Landlord is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Alterations are permitted under the City of Vancouver Zoning and Development By-law No. 3575 and amendments thereto, the City of Vancouver Building By-law No. 6134 and amendments thereto, and other relevant by-laws. No consent given by the Landlord (and no failure to enforce this section of this lease) will affect the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to Section 9.1 of this lease.

Section 2.4 Maintenance

The Tenant shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times. If the Tenant fails to maintain the Premises in a reasonable manner as required by the lease, after having received written notice to do so, then the Landlord may carry out or cause to be carried out such maintenance, the costs of which shall be payable by the Tenant. Notwithstanding, the lease includes City janitorial contractors to clean the premises.

Section 2.5 Repairs

The Tenant shall keep and maintain the Premises in good repair as would a reasonable and prudent owner of such premises, reasonable wear and tear and structural elements or defects excepted, and the Landlord shall have access to the Premises for purpose of inspection during normal business hours and the Tenant shall repair according to notice. Without limiting the generality of the foregoing, the Tenant will promptly replace at its own cost and expense all damaged glass, plate glass, doors and windows (whether exterior or interior) within the Premises unless such damage is caused by the negligence of the Landlord. If the Tenant shall fail promptly to commence repairs and diligently prosecute same to completion after receipt of notice from the Landlord requiring repairs, then the Landlord may carry out or cause to be carried out such repairs, the costs of which shall be payable by the Tenant, and the Landlord and its employees, agents, contractors and subcontractors shall not be liable to the Tenant for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Tenant by reason of the Landlord effecting such repairs unless caused by the negligence of the Landlord or those for whom the Landlord is responsible in law. Notwithstanding, as long as SFU remains the tenant the space is treated as City occupied space and general repair and maintenance is done by the City and City contractors.

Section 2.6 Liens and Encumbrances

In connection with all labour performed in, or materials supplied for, the making, erection, installation or alteration of any work or installations made by or for the Tenant in the Premises, the Tenant will comply with all the provisions of the Builders Lien Act , as

amended or substituted from time to time, and other statutes from time to time applicable thereto, including any provision requiring or enabling the retention of any sum as a holdback.

The Tenant will not create any mortgage, security agreement or other encumbrance in respect of any of its leasehold improvements or trade fixtures or permit any such mortgage, security agreement or other encumbrance to attach to the Premises.

If and whenever any builders lien or other lien for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable, or claims therefore arise or are filed or any such mortgage, security agreement or other encumbrance attaches to the title to the Premises, the Tenant will, within fifteen (15) days after receipt of notice thereof, procure the discharge thereof, including any certificate of pending litigation or other notation or charge registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law. Provided however, that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien, the Tenant will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefore, and such costs as the court may direct. This section shall not prevent the Tenant mortgaging or encumbering its chattels, inventory, trade fixtures or equipment which are not fixtures.

Pursuant to Section 3(2) of the Builders Lien Act, the Landlord may file in the Land Title Office notice of its fee simple interest in the land on which the Premises are located, as is required by law to ensure that the Landlord's title does not become charged with liens related to this lease.

ARTICLE 3

Section 3.1 Limitation of Liability

The Landlord and its officers, employees and agents shall not be responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by the Tenant or by any other person who may be in or about the Premises; or
- (b) any loss or damage of any nature whatsoever, however caused, to the Premises, any property belonging to the Tenant or to any other person while such property is in or about the Premises,

whether in the course of the performance of the Landlord's obligations under this lease or otherwise, unless resulting from the negligence of the Landlord.

Section 3.2 Exclusion of Liability

May 4, 1999/DOCUMENT2/DOCUMENT2

The Landlord and its officers, employees and agents shall not under any circumstances be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, that may be suffered or sustained by the Tenant or by its officers, employees or agents or any other person who may be in or about the Premises, or any loss or damage of any nature whatsoever to the Premises or to any property belonging to the Tenant or to its officers, employees or agents or to any other person while such property is in or about the Premises,
 - (i) caused by failure, by reason of breakdown or other cause, to supply adequate drainage, or by interruptions of any utility or other services, or by steam, water, rain, snow, or other substances leaking, entering, issuing or flowing onto or into any part of the Premises; or
 - (ii) however caused, if the Landlord or its officers, employees or agents enter upon the Premises in the case of an emergency;
- (b) any loss or damage of any nature whatsoever, however caused, to books, records, files, money, securities, negotiable instruments, papers or other valuables of the Tenant or its officers, employees or agents;
- (c) any business, economic or indirect loss or damage suffered or sustained by the Tenant or its officers, employees or agents of any nature whatsoever, however caused; or
- (d) any loss which the Tenant is obligated to insure against hereunder or has insured against.

Section 3.3 Indemnification

The Tenant agrees to indemnify and save harmless the Landlord and its officers, employees and agents in respect of all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work by, or any act or omission of, or relating to or arising from the occupation or possession of the Premises by the Tenant, and in respect of all costs, expenses and liabilities incurred by the Landlord in connection with or arising out of all such claims, including the expenses of any action or legal proceeding pertaining thereto and the liabilities or obligations incurred or sustained by or imposed upon the Landlord or in respect of any of its officers, employees or agents, and in respect of any loss, cost, expense or damage suffered or incurred by the Landlord arising from any breach by the Tenant of any of its covenants and obligations under this lease, PROVIDED HOWEVER the Tenant's covenant to indemnify and save harmless the Landlord and its officers, employees and agents shall not apply to the extent that the loss or damage is caused by negligence on the part of the Landlord or its officers, employees and agents.

ARTICLE 4

Section 4.1 Definitions

In this lease, the following words and expressions shall have the following meanings:

- (a) "Environment" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this lease;
- (b) "Hazardous Substances" means any Substance capable of creating harm to people, property and/or the Environment including, without limitation, any flammable liquids, flammable or reactive solids, oxidizers, poisons, gases (compressed, liquefied or dissolved), explosives, radioactive materials, corrosives, infectious substances, ureaformaldehyde, asbestos-containing materials, underground storage tanks, compounds known as chlorobiphenyls (PCB), pollutants, "contaminants", hazardous, corrosive or toxic Substances, special waste or waste of any kind, including, without limitation, any Substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is prohibited, controlled, regulated or licenced by any federal, provincial or municipal authority;
 - (i) "contaminants" mean any deleterious, dangerous, hazardous, corrosive, or toxic substances, pollutants, goods, waste or contaminated material, including underground storage tanks, urea formaldehyde insulation, asbestos and PCB transformers, the manufacture, storage, handling, treatment, generation, use, or transport, or release, disposal or discharge into the Environment of which is controlled, regulated, licensed, or prohibited by any Environmental Laws, or which are or may be deleterious, dangerous, or hazardous to human, animal or plant health or life or the Environment.

Section 4.2

- (a) "Medium" means any land, water or air and includes the Premises;
- (b) "Pollute" is a verb which means to Release into or onto 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, on or near the Medium;
- (iv) injures or is capable of injuring property or any life form in, on 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 the 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 "Polluted" is an adjective, and "Pollution" and "Pollutant" are nouns, which have meanings that correspond to the meaning contained in this paragraph;

- (c) "Release" includes release, spill, leak, pump, pour, dump, abandon, emit, empty, discharge, spray, inoculate, deposit, seep, throw, place, exhaust, inject, escape, leach, dispose, infuse or introduce;
- (d) "Special Waste" has the meaning given to it in the Environmental Management Act, R. S.B.C. 1996, c. 482, as amended or substituted from time to time but if the Environmental Management Act is repealed, "Waste" has the meaning given to it on the day immediately preceding the repeal of that Act or if that Act is amended so that the term "Waste" is no longer used in it, then "Waste" has the same meaning as the term which replaces it in that Act; and
- (e) "Substance" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this lease.

Section 4.3 Suitability of the Premises

The Tenant acknowledges and agrees that the Landlord, either itself or through its officers, employees or agents, has not made and the Tenant has not relied upon any representations or warranties from the Landlord or its officers, employees or agents as to:

- (a) the state of repair of the Premises;

- (b) the suitability of the Premises for any business, activity or purpose whatever;
- (c) the suitability of the Premises for use by the Tenant;
- (d) the existence, nature or extent of any Pollution on or of the Premises; or
- (e) the need to take any remedial action in relation to any Pollution on or of the Premises.

Section 4.4 Tenant's Inspection of the Premises

The Tenant acknowledges and agrees that it has been afforded all reasonable opportunity to inspect the Premises and all relevant documentation in respect thereof and to carry out such audits, investigations, tests and surveys as it considers reasonably necessary to ascertain:

- (a) the state of repair of the Premises;
- (b) the suitability of the Premises for use by the Tenant;
- (c) the existence, nature or extent of any Pollution on the Premises; and
- (d) the need to take any remedial action in relation to any Pollution on or of the Premises;

and the Tenant has independently made all such inspections, audits, investigations, tests and surveys as it regards as being necessary for the above purposes. It is understood and agreed that the Premises are being leased to the Tenant on an "as is" basis.

The Tenant hereby assumes any and all duties, obligations or liabilities under any relevant law in respect of the Premises, including but not limited to any costs, expenses or liabilities for any remedial action for any Pollution of the Premises caused by the Tenant during the Term.

Section 4.5 Release and Indemnification

The Tenant hereby releases the Landlord and its officers, employees and agents from any and all costs, expenses, damages, losses or liabilities that may be incurred or suffered by the Tenant by reason of or resulting from or in connection with or arising in any manner whatsoever out of:

- (a) the Premises not being suitable for use by the Tenant;
- (b) the Premises being, or being found to be at any time, Polluted; or
- (c) the need to take any remedial action and the taking of such action as a result of such Pollution on or off the Premises.

The Tenant shall indemnify, defend and save harmless the Landlord in respect of all claims for bodily injury (including death), property damage or other loss or damage, including damage to property outside the Premises, arising out of or in any way connected with the manufacture, storage, transportation, handling and discharge of Hazardous Substances on or from the Premises by the Tenant or any one for whom the Tenant is responsible in law.

Section 4.6 Removal of Hazardous Substances

The Tenant shall not bring upon the Premises or any part thereof, or cause or suffer the bringing upon the Premises or any part thereof, any Hazardous Substances and if at any time there shall be any Hazardous Substances upon the Premises or a part thereof as a result of the breach of this covenant, the Tenant shall, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Article;
- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord verification of the complete and proper removal of the Hazardous Substances from the Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.5.

Section 4.7 Breach of Laws Relating to Hazardous Substances

Without limiting the generality of Section 4.5, the Tenant shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence under or a breach of any statutes, by-laws, regulations or orders from time to time enforced relating to Hazardous Substances, and at its own cost and expense, comply with all laws and regulations from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises relating to Hazardous Substances and the protection of the Environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence thereunder or a breach thereof and, if the Tenant shall, either alone or with others, cause or suffer the happening of such event, the Tenant shall, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Section 4.6;

- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Premises or, if such is not the case, a report as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.6.

The Tenant shall, at its own expense, remedy any damage to the Premises caused by such event within the Premises or by the performance of the Tenant's obligations under this Section 4.6 as a result of such occurrence.

If any governmental authority having jurisdiction shall require the cleanup of any Hazardous Substances held, Released, spilled, abandoned or placed upon the Premises or Released into the Environment from the Premises during the Term, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. AND the Tenant agrees that if the Landlord determines, in its sole discretion, that the Landlord, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant, pursuant to Section 10.7 of this lease.

Section 4.8 Enquiries Pertaining to Hazardous Substances

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant, the Tenant's activities on the Premises and the Premises including without limitation laws and regulations pertaining to Hazardous Substances and the protection of the Environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information.

Section 4.9 Landlord's Inspection of Goods

The Landlord may at any time and from time to time inspect the Tenant's goods upon the Premises and the Tenant's records relating thereto for the purpose of identifying the nature of the goods and the existence or absence of any Hazardous Substances and the Tenant shall assist the Landlord in so doing.

Section 4.10 Ownership Remains With Tenant

If the Tenant shall bring or create upon the Premises any Hazardous Substances or suffer the bringing or creation upon the Premises of any Hazardous Substances or if the conduct of the Tenant's business shall cause there to be any Hazardous Substance upon the Premises then, notwithstanding any rule of law or equity to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Premises and notwithstanding the expiry or earlier termination of this lease.

Section 4.11 Environmental Covenants Survive Termination

The obligations of the Tenant in this Article 4 shall survive the expiry or earlier termination of this lease save only that, to the extent that the performance of those obligations requires access to or entry upon the Premises or any part thereof the Tenant shall have such entry and access only at such times and upon such terms and conditions as the Landlord may from time to time specify; and the Landlord may, at the Tenant's cost and expense, undertake the performance of any necessary work in order to complete such obligations of the Tenant; but having commenced such work, the Landlord shall have no obligation to the Tenant to complete such work.

ARTICLE 5

Section 5.1 Tenant's Insurance

The Tenant shall, without limiting any of its obligations or liabilities under this lease, obtain and continuously carry during the term of this lease at its own expense and cost, insurance coverage with minimum limits of not less than those specified, as follows:

- (a) commercial general liability insurance with limits of \$2,000,000dollars per occurrence or such higher limit of coverage as the Landlord's Director of Risk Management may require from time to time and the policy shall:
 - (i) indemnify and protect the Tenant, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to the Premises or to any public or private property occurring within or about the Premises or arising by virtue of the Tenant's occupation or possession of the Premises;
 - (ii) contain a cross liability and severability of interest clause insuring the Tenant, the Landlord and their respective officers, employees and agents in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party and any breach of a condition of the policy by any party or by any officer, employee or agent of one party shall not affect

the protection given by the policy to any other party or to any officer, employee or agent of any party;

- (iii) add the Landlord, its officials, officers, employees and agents as additional insureds;
 - (iv) include All Risk (Broad Form) Tenant's Legal Liability insurance for an amount equal to the full replacement cost of the Premises but not less than \$250,000 per occurrence, such coverage to include the activities and operations conducted by the Tenant and third parties in the Premises;
 - (v) include blanket contractual liability covering liability arising directly or indirectly out of the performance of this lease: and
 - (vi) provide for a limit of deductibility not greater than Two Thousand Dollars (\$5,000.00) or such other minimum limit as the Landlord's Director of Risk Management may sanction from time to time.
- (b) All Risk (Broad Form) insurance on property of every description and kind owned by the Tenant or for which the Tenant is legally liable or installed by or on behalf of the Tenant (and which is located in the Premises), including without limitation furniture, fittings, installations, alterations, additions, partitions, fixtures, trade fixtures and any display model, project, prototype, tool, instrument or device within the Premises in an amount not less than ninety percent (90%) of the full replacement cost thereof. The City of Vancouver shall be added as named insured and loss payee for its insurable interest as applicable, or contain a waiver or subrogation against the City of Vancouver.

Section 5.2 General Requirements of Insurance

The following shall apply to all insurance policies:

- (a) the policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Landlord's Director of Risk Management and shall provide the Landlord with 60 days prior written notice of material change or cancellation. Notice shall be given to the City of Vancouver, c/o Real Estate Services, Attention: Property Negotiator. Notice must identify the name of the Tenant as set out in this lease and the location or address of the Premises;
- (b) neither the providing of insurance by the Tenant in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Tenant from any other provisions of this lease with respect to liability of the Tenant or otherwise;

- (c) the insurance coverage shall be primary insurance as respects the Landlord and any insurance or self-insurance maintained by or on behalf of the Landlord, its officials, officers, employees or agents shall be excess of this insurance and shall not contribute with it; and
- (d) subject to the provisions of this Article 5, the Tenant shall provide at his/their own cost any additional insurance which the Tenant is required by law to provide or which the Tenant considers necessary.

Section 5.3 Evidence of Insurance

Prior to the commencement of the lease, and annually throughout the Term, the Tenant shall provide evidence of each policy of insurance required to be taken out by the Tenant in the form of a City of Vancouver Certificate of Insurance. The Tenant is obligated to provide adequate evidence of renewal of their insurance each year. If required by the Landlord, the Tenant shall provide certified copies of the policies signed by the insurers. Although not required to do so, if the Tenant fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Landlord may secure such insurance and the Tenant shall pay the cost of same as additional rent.

ARTICLE 6

Section 6.1 Termination on Damage or Destruction

If the Premises are substantially damaged or destroyed to the extent that the Premises or a substantial area of the Premises are rendered unusable by the Tenant or convenient access to the Premises cannot be had, all as determined by the Landlord in its sole discretion, the Landlord may, at its option, elect to not rebuild or repair the Premises and may terminate this lease and the Tenant's liability for rent will end as of the date of such damage or destruction but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

Section 6.2 Repair of Damage or Destruction

If the Landlord elects to rebuild or repair the Premises, the Landlord will commence rebuilding or repairing within 60 calendar days of the occurrence of the damage or destruction. If the Landlord does not initiate the rebuilding or repairing within such time period or, having commenced rebuilding or repairing, does not prosecute same to completion with reasonable dispatch, then the Tenant may give the Landlord 14 calendar days notice of the termination of this lease but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

Section 6.3 Abatement of Rent

In the event of damage or destruction to the Premises to the extent that the Premises or part of the Premises are rendered unusable or convenient access to the Premises cannot be had, which in either case is not caused by the default or negligence of the Tenant or those for whom it is responsible in law, the rent will abate in the same proportion that the area of which the Tenant is deprived bears to the total area as determined in the opinion of the Landlord and such abatement will continue only so long as the Landlord determines its continuance to be reasonable.

ARTICLE 7

Section 7.1 Assignment

The Tenant shall not assign its leasehold interest in the Premises save and except upon the written consent of the Landlord, which consent the Landlord may not unreasonably withhold but nevertheless if there are personal covenants herein on the part of the Tenant which, in the opinion of the Landlord's solicitors will not run with the lease, then the Landlord may withhold its consent to assignment unless the prospective assignee covenants with the Landlord to be bound by such personal covenants as if such covenants had been made between the Landlord and the prospective assignee.

Any amalgamation of the Tenant with any other party, and any change of effective control of the Tenant, will constitute an assignment of the Tenant's interest under this lease and will be subject to all of the provisions of this Section 7.1. Change of effective control of the Tenant includes any transfer, voluntary or involuntary, direct or indirect, which results in a change in the person or persons exercising or who might exercise effective control of the Tenant or the business required to be carried on in the Premises.

Section 7.2 Subleasing

The Tenant shall not sublease, license, set over or otherwise part with possession of the Premises or let any third party into possession of the Premises save and except upon written consent of the Landlord, which consent the Landlord may not unreasonably withhold.

Section 7.3 Assignment of Sublease Rent -Intentionally Deleted

Section 7.4 Mortgage of Lease

Under no circumstances whatever may this lease be mortgaged or otherwise encumbered by way of sublease, assignment or otherwise.

ARTICLE 8

Section 8.1 Bankruptcy

If the Term or any of the goods or chattels of the Tenant are at any time seized or taken in execution by any creditor of the Tenant, or if the Tenant makes a general assignment for the benefit of creditors, or if the Tenant institutes proceedings to have the Tenant adjudicated as bankrupt or insolvent, or if the Tenant becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction adjudging the Tenant bankrupt or insolvent, or if the Tenant is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Tenant or its directors shall pass any resolution authorizing the dissolution or winding-up of the Tenant, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Tenant's property shall be appointed or applied for by the Tenant or by one or more of the Tenant's creditors, then the Landlord shall be so notified and the then current rent plus an additional three (3) months current rent shall immediately become due and be paid and the Landlord may immediately claim the same together with any arrears of rent and, at the option of the Landlord, the Term is subject to termination forthwith. If the Tenant becomes defunct or amalgamates with any other body without obtaining the prior written consent of the Landlord or if a committee is appointed under the Patients Property Act, R.S.B.C. 1996, c. 349, as amended or substituted from time to time, to lawfully deal with the Tenant's estate then at the option of the Landlord the Term shall forthwith terminate. If the Tenant surrenders up its certificate of incorporation or otherwise ceases to exist the Term terminates as of such surrender or dissolution. If the Tenant is a natural person, at any time after the Tenant's death the Landlord may terminate the Term upon sixty (60) days notice to any executor or administrator of his estate.

ARTICLE 9

Section 9.1 Statutes and By-laws

The Tenant covenants to promptly and faithfully observe and comply with all federal, provincial or civic statutes, by-laws, regulations and orders now or hereafter which are in force and in effect which touch and concern the Premises or the Tenant's activities within the Premises, including, without limitation, any applicable environmental guidelines, and any amendments thereto, which deal with environmental protection and safety and/or Hazardous Substances. If any such statutes, by-laws, regulations, orders or guidelines are directed at owners, the Tenant shall perform and observe same at his own expense in the place and stead of the Landlord.

Section 9.2 Quiet Enjoyment

Subject to the provisions of this lease and subject to the provision that nothing contained or implied herein shall prejudice or affect the Landlord's rights and powers in the exercise of its functions pursuant to the Vancouver Charter, S.B.C. 1953, c. 55, as amended or substituted from time to time, and the rights and powers of the Landlord under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively exercised in relation to the Premises as if this lease had not been executed and delivered by the Landlord and the Tenant, the Landlord covenants with the Tenant for quiet enjoyment.

Section 9.3 Performance of Obligations

The Tenant covenants with the Landlord to faithfully and promptly pay the rent and perform and observe its obligations herein.

Section 9.4 No Registration of Lease

The Landlord is not obligated to deliver this lease in registrable form. The Tenant shall not register this lease in the Land Title Office.

ARTICLE 10

Section 10.1 Breach of Covenants

If and whenever:

- (a) any Rent payment or any part thereof is not made on the day appointed for payment thereof; or
- (b) the Tenant is in default in the payment of any money, other than Rent, required to be paid by the Tenant under the terms of this lease and such default continues for ten (10) days following any specific due date on which the Tenant is to make such payment or, in the absence of such specific due date, for ten (10) days following notice requiring the Tenant to pay the same; or
- (c) the Tenant defaults in performing or observing any of the provisions of this lease other than those requiring payment of money to the Landlord and such default continues for a period of twenty (20) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly and diligently and continuously after the service of such notice to cure same; or

- (d) the Premises are vacated or unoccupied for ten (10) or more consecutive days while the Premises can be used for the Permitted Use, without the consent of the Landlord; or
- (e) the Premises are abandoned by the Tenant; or
- (f) this lease is terminated;

then and in every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forcible entry if necessary, to re-enter into and upon the Premises, and to terminate this lease by leaving upon the Premises notice in writing of such termination. If the Landlord terminates this lease pursuant to this section, or otherwise as a result of default of the Tenant, there shall immediately become due and owing to the Landlord, in addition to any other sums payable to the Landlord hereunder as damages suffered by the Landlord as a result of the Tenant's breach, the then current month's rent, together with the rent accruing for the remainder of the Term. This provision for notice and termination shall not be construed so as to delay or supercede any specific remedy to which the Landlord may have recourse in this lease.

Section 10.2 Distraint

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, the Landlord may seize and sell all the Tenant's goods and property, whether within the Premises or not, and apply the proceeds of such sale towards any arrears of rent (including amounts deemed to be rent under this lease) and the costs of the seizure and sale. The Tenant further agrees that if it abandons the Premises and any arrears of rent remain unpaid, the Landlord, in addition to any remedy otherwise provided by law, may seize and sell the goods and property of the Tenant at any place to which the Tenant or any other person may have removed them from the Premises, in the same manner as if such goods and property had remained in, about or upon the Premises.

Section 10.3 Right to Re-let

If the Landlord becomes entitled to re-enter the Premises the Landlord shall have the right, if it thinks fit, to enter the Premises as the agent of the Tenant either by force or otherwise without being liable for any prosecution therefor, and as agent of the Tenant to re-let the Premises or any part or parts thereof at the risk of the Tenant and, as agent for the Tenant, to receive the rent therefor and, as agent for the Tenant, to take possession of any furniture, equipment and other property therein and sell the same at public or private sale without notice. Such rent and proceeds from the sale of the furniture, equipment and other properties shall be allocated first to the Landlord's cost of so entering and re-letting, then to interest on amounts due by the Tenant to the Landlord hereunder and unpaid, and then to the payment of such unpaid sums. The balance of such rent and proceeds, if any, may be applied by the Landlord on account of the rent due hereunder to the Landlord.

Section 10.4 Forfeiture

The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event the Tenant shall be evicted or dispossessed from the Premises for any cause, statutory or otherwise, or if the Landlord re-enters the Premises following the occurrence of any default by the Tenant hereunder, or if this lease is terminated before the expiration date thereof originally fixed herein.

Section 10.5 Remedies Generally

Mention in this lease of any particular right or remedy of the Landlord in respect of the default by the Tenant shall not preclude the Landlord from any other right or remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this lease. No right or remedy shall be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such rights or remedies being cumulative and not alternative. Whenever the Tenant seeks a remedy in order to enforce the observance or performance of any of the terms, covenants and conditions contained in this lease on the part of the Landlord to be observed or performed, the Tenant's only remedy (except where another remedy is expressly provided herein, in which event the Tenant shall be restricted to that remedy) shall be for such damages as the Tenant shall be able to prove in a court of competent jurisdiction that the Tenant has suffered as a result of a breach (if established) by the Landlord in the observance and performance of any of the terms, covenants and conditions contained in this lease on the part of the Landlord to be observed and performed. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of the Landlord and the Tenant created hereby, the Tenant's use or occupancy of the Premises or any claim for any injury. In the event the Landlord commences any action or proceeding for non-payment of rent, the Tenant agrees not to interpose any counterclaim of any nature or description in any such action or proceeding. In the event of any breach or threatened breach by the Tenant of any of the terms and provisions of this lease, the Landlord shall have the right to injunctive relief as if no other remedies were provided herein for such breach. The Tenant hereby expressly waives any right to assert a defence based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment therein shall bar the Landlord from bringing any subsequent action or proceeding from time to time. If the Tenant shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, whether by a renewal or extension option herein contained or by separate agreement, the Landlord may cancel such option or agreement for renewal or extension of this lease, upon written notice to the Tenant.

Section 10.6 Expenses

If any legal proceeding is brought for recovery of possession of the Premises, for the recovery of rent or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, the Tenant shall pay to the Landlord as additional rent, upon demand, all costs and expenses incurred therefor (including without limitation, all professional and consultant fees, and all legal fees on a solicitor and his own client basis, disbursements, and all court costs and expenses of any legal proceeding;

and the term "proceeding" shall include, without limitation, any arbitration, administrative, governmental, quasi-governmental or any other mediation proceeding and the term "costs" shall include the pro-rata portion of the wages, salaries and all other remuneration of the Landlord's officers and employees reasonably attributed to the matter).

Without limiting the generality of the immediately preceding paragraph or any other provisions of this lease, the Tenant shall pay to the Landlord, as additional rent upon demand, all costs and expenses (including, without limitation, those fees, disbursements, costs and expenses set out in the bracketed insert in the immediately preceding paragraph of this Section 10.6) which the Landlord may incur or pay out by reason of, or in connection with:

- (a) any proceeding by the Landlord to terminate this lease or for the recovery of possession of the Premises or for the recovery of rent;
- (b) any other proceeding by the Landlord against the Tenant or any indemnitor;
- (c) any distress levied by the Landlord against the Tenant's goods, chattels and inventory or any of them on the Premises for the recovery of rent;
- (d) any default by the Tenant in the observance or performance of any obligations of the Tenant under this lease whether or not the Landlord commences any proceeding against the Tenant or any indemnitor;
- (e) any proceeding brought by the Tenant against the Landlord (or any officer, employee or agent of the Landlord) in which the Tenant fails to secure a final judgment against the Landlord;
- (f) any other appearance by the Landlord (or any officer, employee or agent of the Landlord) as a witness or otherwise in any proceeding whatsoever involving or affecting the Landlord, the Tenant, this lease, the indemnity agreement (if any) or the Premises;
- (g) any amendment, modification or change in any of the terms of this lease or the indemnity agreement, if any (and any request or negotiations pertaining thereto, whether or not such amendment, modification or change is finally agreed on);
- (h) any renewal, extension, surrender, or release of this lease or the indemnity agreement, if any (and any request or negotiations pertaining thereto, whether or not such renewal, extension, surrender or release becomes effective);
- (i) any transfer of this lease (and any request or negotiations pertaining thereto, whether or not such transfer is approved and finally agreed on); and
- (j) any Alterations of or to the Premises (and any request or negotiations pertaining thereto, whether or not such Alterations are approved and finally agreed on).

The Tenant's obligations under this Section 10.6 shall survive the expiration or earlier termination of this lease.

Section 10.7 Landlord May Remedy Tenant's Default

If the Tenant fails to pay, when due, any amount required to be paid by the Tenant pursuant to this lease, the Landlord, after giving two (2) days' notice in writing to the Tenant, may, but shall not be obligated to, pay all or any part of it. If the Tenant is in default in the performance of any of its covenants or obligations hereunder (other than the payment of rent required to be paid by the Tenant pursuant to this lease), the Landlord may from time to time after giving such notice as it considers sufficient (or without notice in the case of an emergency) having regard to the circumstances applicable, perform or cause to be performed any of such covenants or obligations, or any part thereof, and for such purpose may do such things as may be required, including, without limitation, entering upon the Premises and doing such things upon or in respect of the Premises or any part thereof as the Landlord considers requisite or necessary. All expenses incurred and expenditures attributable to or made (including all employee, overhead and other internal costs) pursuant to this Section 10.7, shall be paid by the Tenant to the Landlord as additional rent upon demand. The Landlord shall have no liability to the Tenant or any other person for any claims resulting from any such action, entry or performance of any work by the Landlord upon the Premises.

Section 10.8 Security Agreement

- (a) The Tenant hereby grants to the Landlord a security interest ("Security Interest") in all of the Tenant's personal property of any kind including, without limiting the generality of the foregoing, all goods, chattels, trade fixtures, furniture, equipment, inventory, stock-in-trade, chattel paper, instruments, documents of title, supplies, securities, the business on the Premises, accounts receivable, book debts and intangibles (collectively, "Collateral") which are or may be at any time hereafter on the Premises or elsewhere, to secure the payment of all rent and the fulfillment of the other obligations of the Tenant under this lease. Except for the Security Interest, the Tenant agrees that all Collateral on the Premises shall be the unencumbered property of the Tenant. The Tenant agrees to enter into, on the Landlord's request, a separate security agreement, mortgage or similar other charge or security instrument, in addition to this security agreement, or to document separately the Security Interest hereby granted, containing such terms as the Landlord shall reasonably require, on all of the Collateral at any time during the Term, including all after-acquired items forming part of the Collateral, as security for the payment of rent and performance by the Tenant of all of its other obligations pursuant to this lease. Whether or not any additional or separate security agreement, mortgage, charge or other security instrument is requested by or given to the Landlord as aforesaid, the Tenant confirms and agrees that the


Security Interest is complete and valid without the necessity of the Tenant's giving any other or further documentation in respect thereof. The Tenant agrees that the Security Interest shall attach to the Collateral immediately upon the execution of this lease and that, to the extent necessary to give full effect to this Section 10.8, this lease is intended to constitute a security agreement as defined in the Personal Property Security Act, R.S.B.C. 1996 c. 359 as amended or substituted from time to time. This security agreement is separate from and shall survive the termination, expiry or disclaimer of this lease.

- (b) On default by the Tenant under this lease, the Landlord may itself, or by its agents or employees, or by a receiver or any replacement thereof appointed in writing by Landlord, take possession of the Collateral, carry on the business on the Premises, in such manner as Landlord or such receiver determines, and realize upon the Collateral and enforce its rights under the Security Interest by any remedy or proceeding authorized or permitted hereby or at law including, without limitation, all rights and remedies available to a secured party under the Personal Property Security Act and any other similar statutes; included in such rights of the Landlord is the right to recover the reasonable expenses of retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral and all other reasonable expenses, including legal costs, incurred by the Landlord, the Landlord may exercise any rights as provided by this Section 10.8 on the Premises and for such purpose may lock the Premises, change any locks on the Premises and by any means exclude the Tenant from all or any parts of the Premises and the Landlord shall not thereby be terminating this lease in the absence of express written notice terminating this lease.
- (c) This Security Interest shall not be deemed to have been satisfied, discharged or redeemed by reason of the Tenant not being indebted to the Landlord at any time or from time to time and no payment shall reduce the amount secured by this Security Interest except to the extent expressly approved by the Landlord in writing.
- (d) This Security Interest is given in addition, and not as an alternative, and may be exercised by the Landlord without prejudice to any other rights of the Landlord under this lease or at law including, without limitation, the Landlord's right of distress.

ARTICLE 11

Section 11.1 Vacant Possession

May 4, 1999/DOCUMENT2/DOCUMENT2


initials

Upon termination of the Term, whether by the passage of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish and stock-in-trade and shall ensure that the Premises are to the standard of repair and decoration required of the Tenant pursuant to Article 2 hereof.

Section 11.2 Trade Fixtures

- (a) If the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall have the right to remove its trade fixtures from the Premises but shall make good any damage caused to the Premises resulting from the installation or removal thereof.
- (b) If the Tenant fails to remove any of its trade fixtures and restore the Premises as provided in Section 11.2(a), all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord requires removal thereof pursuant to Section 11.2(d).
- (c) If the Tenant abandons the Premises or this lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant, as of the moment of such default by the Tenant, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 11.2(d), become and be deemed to be the property of the Landlord, without compensation to the Tenant but without prejudice to any other right or remedy of the Landlord at law or in equity.
- (d) Notwithstanding that any trade fixture is or may become the property of the Landlord, the Tenant shall forthwith remove all or part of the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant.
- (e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 11.2(d), fails to promptly remove any trade fixture in accordance with such notice, the Landlord may enter into the Premises and remove therefrom all or part of such trade fixture and make good any damage caused to the Premises resulting from the installation or removal thereof, without any liability accruing against the Landlord and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

Section 11.3 Overholding

If the Tenant continues to occupy the Premises after the expiration of the Term, and the Landlord shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to 120% of the monthly rental rate at the expiration of the Term, until such time a new lease is negotiated and the new rent is established; and the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one month's prior notice in writing.

ARTICLE 12

RIGHT OF ENTRY

Section 12.1 For Showings/Inspection

The Landlord or its agents have the right to enter the Premises at any reasonable time (and upon twenty-four (24) hours written notice to the Tenant) to examine them or to show them to prospective purchasers, tenants or mortgagees, and to enter the Premises at times mutually agreed between the Landlord and the Tenant (or on reasonable prior notice) to make such repairs as the Landlord may deem necessary or desirable and the Landlord will be allowed to take all required material into and upon the Premises without such entry constituting an eviction of the Tenant in whole or in part nor a breach of the Landlord's obligations and the rent reserved will in no way abate by reason of loss or interruption of the business of the Tenant or otherwise while the repairs are being made, provided the Landlord takes all commercially reasonable steps to perform the work expeditiously and with as little inconvenience to the Tenant as is possible in the circumstances.

Section 12.2 Landlord's Access to Records

The Landlord may at any reasonable time and upon twenty-four (24) hours written notice to the Tenant enter (or permit governmental authorities to enter) the Premises or any other office of the Tenant's for the purpose of ensuring the Tenant's compliance with this lease, including without limitation, by auditing the Tenant's environmental and financial records and by conducting soil, water and other tests, provided that the Landlord takes reasonable steps to avoid interfering with the Tenant's use and occupation of the Premises.

Section 12.3 "For Lease/Sale" Signs

During the six (6) months prior to the expiration of the Term, the Landlord may place upon the Premises the usual notices "For Lease" or "For Sale" and the Tenant will permit the notices to remain without interference or interruption. The Landlord may at any time within six (6) months before the end of the Term enter the Premises and bring others at all reasonable hours for the purposes of showing the Premises to prospective tenants or purchasers.

Section 12.4 Emergency Access

If and when for any reason an emergency will exist or be contemplated, the Landlord or its agents may enter the Premises by a master key, or may forcibly enter them, provided reasonable care is exercised, without rendering the Landlord or such agent liable, and without in any manner affecting the Tenant's obligations under this lease. However, despite the above, the Landlord has no obligation, responsibility or liability, for the care, maintenance or repair of the Premises except as otherwise specifically provided.

ARTICLE 13

Section 13.1 Option to Renew - intentionally deleted.

ARTICLE 14

Section 14.1 Landlord Released

In the event of the sale or lease by the Landlord of the Premises or the assignment by the Landlord of its interest in this lease, the Landlord will without further written agreement be released and relieved of and from such liabilities and obligations.

Section 14.2 Tenant's Covenant

The Landlord may sell, transfer or otherwise dispose of the Premises, or any portion of the Premises, to any party and upon the conveyance to such party of the Premises or any portion of them, the Tenant will attorn to and become the Tenant of such party under the terms of this lease and the Tenant will provide such party with an acknowledgment in writing binding upon the Tenant that it will perform the obligations and satisfy the liabilities of the Tenant, and any indemnifier or covenantor will execute and deliver a new covenant or indemnity agreement to such party on the same terms as any existing agreement with the Landlord.

Section 14.3 Status Statement

The Tenant will provide within three (3) days of the request of the Landlord a status statement for the Landlord, addressed to the Landlord and any potential buyer or mortgagee, binding upon the Tenant, confirming:

- (a) that the Tenant has accepted possession of the Premises;
- (b) whether or not the Landlord has carried out all of its obligations pursuant to this lease;

- (c) that this lease constitutes the whole of the agreement between the parties (or setting out such other agreements);
- (d) that this lease is in full force and effect and that there are no defences or set offs which the Tenant claims against the Landlord (or setting out any such claims); and
- (e) such other matters as may be reasonably required by the Landlord or any potential or actual purchaser of the Premises.

ARTICLE 15

Section 15.1 Delivery of Notices

Any notice required to be given hereunder must be in writing and the sender must deliver it by hand or by telecopier or by mail to the party to which it is to be given, as follows:

to the Tenant:

Simon Fraser University
8888 University Drive
Burnaby, B. C. Canada V5A 1S6

Attention: Jon Driver, VP Academic and Provost
Attention: Janet Moore - Director, SFU Semester in Dialogue &
Co-Director, City Studio

and

to the Landlord:

City of Vancouver
c/o The Director of Real Estate Services
and Director of Sustainability
453 West 12th Avenue
Vancouver, B. C. V5Y 1V4

or to such other address or telecopier number as the party may designate and will be deemed to have been received on the day of delivery or telecopying if within business hours on a business day and otherwise on the next succeeding business day and, if mailed, the fifth day after mailing, provided that if there is between the time of mailing and the actual

receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice then such notice shall only be effective if actually delivered.

Section 15.2 Administration of Lease

Where this agreement requires or permits on the part of the Landlord any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the Landlord when performed by the Landlord's Director of Real Estate Services or his nominee.

Section 15.3 Covenants Survive Termination

The covenants herein on the part of the Landlord and the Tenant which, as of termination of this lease or the Term whether by passage of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

Section 15.4 Time is of the Essence

Time shall be of the essence of this lease, save as herein otherwise specified.

Section 15.5 Captions and Headings

The captions and headings throughout this lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease nor in any way affect this lease.

Section 15.6 Interpretation

Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires; these presents shall extend to, be binding upon and enure to the benefit of the Landlord and the Tenant and the successors and assigns of the Landlord and the heirs, executors, administrators, successors and permitted assigns of the Tenant.

Section 15.7 Joint and Several

Any covenant, agreement, condition or proviso made by two (2) or more persons shall be construed as several as well as joint.

Section 15.8 Waiver

No waiver of or neglect to enforce this lease upon a default by the Tenant will be deemed to be a waiver of any such right upon any subsequent similar default. Without limiting the generality of this Section 15.8, the acceptance by the Landlord of part payment of any sums, including rent, required to be paid under this lease will not constitute a waiver or release of the Landlord's right to payment in full of such sums.

Section 15.9 Entire Agreement

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, terms or conditions expressed or implied relating to this lease or the Premises except as expressly set out in this lease, and that this lease may not be modified except by an agreement in writing executed by both the Landlord and the Tenant.

Section 15.10 Governing Law

This lease will be governed by and interpreted in accordance with the laws of British Columbia and the parties irrevocably attorn to the jurisdiction of the courts of British Columbia.

Section 15.11 Severability

If any provision or provisions of this lease are determined by a court to be illegal or not enforceable, it or they shall be considered separate and severable from this lease and the remaining provisions of this lease shall remain in full force and be binding upon the parties.

Section 15.12 Relationship between Landlord and Tenant

Nothing contained in this lease nor any acts of the Landlord or the Tenant will be deemed to create any relationship between the Landlord and the Tenant other than the relationship of landlord and tenant.

Section 15.13 Force Majeure

Despite anything contained in this lease to the contrary, if the Landlord or the Tenant is, in good faith, delayed or prevented from doing anything required by this lease because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed or of its officers, employees or agents, the doing of the thing is excused for the period of the delay and the

party delayed will promptly do what was delayed or prevented within the appropriate period after the delay. The preceding sentence does not excuse the Tenant from payment of rent or the Landlord from payment of amounts, if any, that it is required to pay, in the amounts and at the time specified in this lease.

IN WITNESS WHEREOF the parties hereto have executed this lease as of the day and year first above written.

CITY OF VANCOUVER

per:

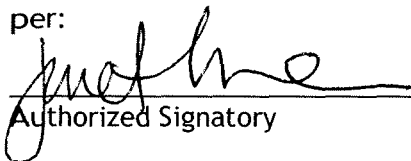


Authorized Signatory

JOHN BRECKNER
Real Estate Services

SIMON FRASER UNIVERSITY

per:



Authorized Signatory

Authorized Signatory

Approved by the Landlord's City Manager on April 8, 2015.

This is the signatory page of a Lease between the City of Vancouver as Landlord and Simon Fraser University as Tenant concerning 1800 Spyglass Place (the Premises).

CANADIAN UNIVERSITIES RECIPROCAL INSURANCE EXCHANGE

CERTIFICATE OF INSURANCE

INSURED

Simon Fraser University
Discovery 1, Room 1300
8888 University Drive
Burnaby, BC, V5A 1S8

Contact: Stephen Caine
Title: Risk Manager
Tel: (778) 782-4380
Email: trina_forrest@sfu.ca
Reference:

CERTIFICATE HOLDER

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia, V5Y 1V4

Contact: Ms. Maria Law
Title: Risk Manager
Tel: (604) 873-7737
Fax:
Email: maria.law@vancouver.ca

Nature of Operations:

All activities of SFU faculty, staff, and students. - DATES: On-going throughout calendar year held @ All sites within the City of Vancouver

Certificate No: 51811

Issue Date: 2015-01-01

This is to confirm that insurance as described herein is in full force and effect on behalf of the Named Insured and as more fully described in said policies and any endorsements thereto and is subject to all the terms, exclusions, limits and conditions of such policies. This certificate provides proof of insurance only where a limit is shown. Where indicated the Certificate Holder has been added as an Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

POLICY	EFFECTIVE	EXPIRY	LIMIT	POLICY
1532L	2015-01-01	2016-01-01	\$5,000,000	COMPREHENSIVE GENERAL LIABILITY

Covering all premises and operations of the Named Insured including blanket contractual liability, professional and malpractice liability, cross liability, tenant's legal liability and employer's liability. The limit per occurrence is inclusive for bodily injury, personal injury and property damage.

☒ Certificate Holder as Additional Insured

EDUCATIONAL INSTITUTIONS ERRORS AND OMISSIONS

Covering Errors and Omissions Liability and Professional Liability of the Named Insured on a claims made basis.

PROPERTY

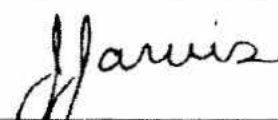
"All Risks" of direct physical loss or damage to property of the Named Insured and to property for which the Named Insured has agreed to be responsible. The limit per loss is inclusive for repair/replacement of buildings and contents, including the interests of lessors and/or mortgagees (Includes Excess Property where applicable).

☐ Certificate Holder as Additional Insured/Loss Payee (ATIMA)

EXCESS PROPERTY

"All Risks" of direct physical loss or damage to property of the Named Insured and to property for which the Named Insured has agreed to be responsible. The limit per loss is in excess of \$5,000,000 and is inclusive for repair/replacement of buildings and contents, including the interests of lessors and/or mortgagees. Issued and signed on behalf of Subscribing Insurers.

CURIE undertakes to provide 30 days written notice to the Certificate Holder in the event of any material change and/or cancellation of the described policies.


Authorized Representative





GENERAL CERTIFICATE OF INSURANCE

Section 8 b) - City staff to select the required # of days Written Notice before sending the certificate out for completion
Section 2 through 8 - to be completed and executed by the insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies))*

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE: _____

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants' Improvements: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

✓ Personal Injury

Per Occurrence: \$ _____

✓ Products and Completed Operations

Aggregate: \$ _____

✓ Cross Liability or Severability of Interest

✓ Employees as Additional Insureds

✓ Blanket Contractual Liability

All Risk Tenants' Legal Liability: \$ _____

✓ Non-Owned Auto Liability

INSURER: _____

Deductible Per Occurrence: \$ _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

INSURER: _____

Per Occurrence: \$ _____

POLICY NUMBER: _____

Aggregate: \$ _____

POLICY PERIOD: From _____ to _____

Self-Insured Retention: \$ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) - Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;
- b) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
- c) The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Dated: _____

**MINUTE
CITY MANAGER
(AUTHORIZATION)**

August 24, 2011
Page 1 of 2

SUBJECT: Approval of Temporary Use of PEF Space for the City Studio Pilot Project

The Deputy City Manager reports as follows:

INTRODUCTION

The purpose of this minute of authorization is to request approval for Real Estate and Legal to prepare documentation to lease a portion of 1800 Spyglass Place to the Vancouver Economic Development Commission (VEDC) for the CityStudio pilot project.

DISCUSSION

In order to meet Council's objective to become the Greenest City in the world by 2020, the City needs to partner with the community and academia.

Creating a multi-university applied learning course where students would enroll in a two semester course based in/around City Hall to work on implementing Greenest City Action Plan strategies was one of the most popular ideas submitted during Greenest City consultation. In order to pursue this idea, at the request of the City, VEDC has worked with the City and six post-secondary institutions (BCIT, Emily Carr University of Art and Design, Langara College, SFU, UBC and Vancouver Community College) to secure financial and in-kind commitments to bring an applied learning collaboration to reality for the fall of 2010.

Beginning in September 2011, CityStudio will be an innovative, 9-month pilot project of applied academic project and course work involving students, faculty, and courses from the six participating institutions working to understand and implement real world projects to intended to help achieve Greenest City targets. It will be anchored in a multi-institutional, professor-directed studio course based out of Spyglass Place but will also integrate separate courses at each of the academic institutions. It will emphasize the development of green business, sustainability leadership, social enterprise, and education of change managers and focus approximately 40,000 academic hours on assisting the City to achieve its Greenest City targets in the first year of the program.

As the pilot program approaches its completion, the VEDC, the City, and the project partners will evaluate the success of the project in providing valuable educational opportunities, its contributions/success in advancing Greenest City strategies, and its ability to secure additional funding to support the continuation of the program in 2012/2013 and beyond.

CityStudio requires a studio space near City Hall for 9 months (Sept 1 - May 31). VEDC will be the tenant and assume all liability. The south portion of the main floor of 1800 Spyglass Place (a PEF property) has been identified as a suitable space for this pilot project due to its size, configuration, location, and availability. At the present time there is no identified City use

City Campus Collaborative Studio Pilot Project:

for this space and marketing it for commercial purposes is delayed until the closure of the SEFC Project Office that occupies the north side of the main floor of the building.

Real Estate Services will divide the ground floor into separate secure-access areas as a necessary improvement to facilitate the rent to commercial tenants in the future, creating the necessary space for CityStudio.

FINANCIAL IMPLICATIONS

Lease of this space is \$20,000 (\$22,400 including HST), providing internet connections and service separate from the City server will cost \$2,500, and incremental insurance coverage for VEDC will cost an additional \$2,500. The lease value was determined as a reasonable rate for this space which can be occupied for only a short period of time. The City has contracted with VEDC to provide the CityStudio service, and VEDC will bill the City for the costs associated with the program (including the lease costs), based on the purchase order. \$2,500 of funding will be from the 2011 Sustainability program budget and \$24,900 will come from the City Manager Corporate Program budget.

SUMMARY


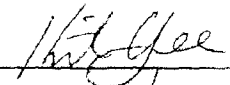
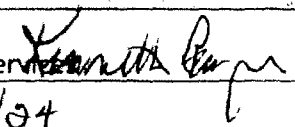
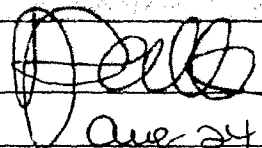
The CityStudio pilot program will provide real world research and learning opportunities for institutions and their students, while providing the City with solutions to challenges in becoming the greenest city in the world. The program coordinator and City space are the key City contributions to this VEDC lead initiative and will play a critical role in the success of the CityStudio.

Resolved that the foregoing request of the Deputy City Manager be approved.

SIGNED


Sadhu Johnston, Deputy City Manager

City Campus Collaborative Studio Pilot Project:

RECEIVED AND DISTRIBUTED BY:	APPROVED BY:
City Clerk: 	Budget Office: 
Date: AUGUST 25, 2011	Date: 8/24/2011
	General Manager of Business Planning and Services 
	Date: 2011/08/24
	City Manager: 
	Date: Aug 24, 2011

Distribution to:

City Clerk
General Manager, Business Planning and Services
Chief Financial Officer
Director of Budgets
Originating Department
✓ City Managers Office

COV and CityStudio Scope of Work 2015 to 2018

Document Produced by:

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Background

In a letter dated April 8, 2015 and signed by Dr. Penny Ballem, City Manager, the City of Vancouver (COV) authorized its ongoing support for CityStudio (CS) for the fiscal year 2015 to the fiscal year 2018 (December 31, 2018). Outlined below is the Scope of Work for this COV and CityStudio collaboration, which also reflects the current scope of work COV and CityStudio have operated under since the inception of CityStudio. This is not a contract or legal entity; only a benchmark of the current and planned relationship between the two entities.

SFU currently serves as the agent for CityStudio.

CityStudio is a key hub for collaborative experimentation and innovation at the City of Vancouver. CityStudio is also fulfilling an original aim set out in the Greenest City Action plan of Campus-City Collaborations.

Scope of Work

In return for COV's contributions described below, CS will provide COV with the following services and other direct benefits *each year* in advancing COV goals in these focus areas: Greenest City (Environment), Healthy City for All (Social Innovation), Engaged City (Community Engagement) *These also include the Green Economy, Equity, Housing and Climate Adaptation.*

1. CS to provide COV a role in its future governance structure eg; board and/or advisory seat.
2. CS to serve as an innovation and experimentation hub which:
 - enables COV greater collaboration with multiple post-secondary academic institutions, faculty and students on advancing COV goals above
 - enhances student learning in fields related to COV goals and to improve their employability
 - CS will establish its partnership parameters directly with and aspire to represent the major post-secondary learning institutions in the lower mainland to provide students with access to COV

3. CS will continually endeavour to increase revenue and support from other partners, grants, business and revenue sources.
4. CS to provide COV staff and CS student collaboration opportunities in its CS Studio Programs, currently 10 projects/explorations and may be revised in future.
5. CS to provide COV staff and CS student collaboration opportunities in 15 student projects/explorations through its CS Partner Network Program.
6. CS to host 2 networking events (eg; Hubbub) inside City Hall for COV staff, CS staff and students, academic and other community partners increasing COV engagement and external collaboration.
7. With advance consultation and mutual agreement by CS, CS to host up to 8 visiting multi-party delegates/dignitaries to CS facilities on behalf of COV and/or the other academic partners.
8. CS to host up to 2 other COV related event on behalf of COV in its facilities (eg; Doors Open Vancouver).
9. CS to continue serving as a valuable Human Resources portal for COV to recruit and hire future staff and leaders.
10. CS to provide COV staff with shared learning and professional development through project collaboration experiences.
11. CS to build on and reinforce profile of COV as a global innovation leader, especially among students, other cities, universities and colleges through:
 - a. CS earned media in local, national, international and digital media channels, including CS photos, stories and other collateral.
 - b. CS attendance and presentations at local, national, international conferences.
 - c. Exporting and sharing CS knowledge with other cities.

CS benefits are strongly aligned with the following 5 COV corporate business plan goals:

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| Goal 3: | THE CITY LEADS THE WAY ON GREEN ISSUES |
| Goal 4: | THE CITY INSPIRES EXCELLENCE IN THE WORKPLACE AND IN ITS EMPLOYEES |
| Goal 5: | THE CITY OPTIMIZES STRATEGIC PARTNERSHIPS AND COLLABORATIONS |
| Goal 6: | VANCOUVER IS A SUSTAINABLE, AFFORDABLE, LIVEABLE AND INCLUSIVE CITY |
| Goal 9: | VANCOUVER OFFERS EXTRAORDINARY CIVIC AMENITIES |

COV will contribute the following to CS each year to facilitate the engagement and collaboration:

1. CS to have access to COV staff.
2. CS to have access to staff to identify challenges COV faces. .
3. COV will provide In Kind Space and Utilities located at 1800 Spyglass Place (approx. 3,500 sq/ft) If the Spyglass space is no longer available, COV will endeavor to identify adequate space for CS within a COV facility.
4. Program Administration staff support approx. \$100,000 per year.

5. COV and CS may agree on additional services not described in this Scope of Work and CS and COV will determine a reasonable compensation for additional services and through a separate mechanism.
6. CS to seek permission from COV before using City assets (buildings, streets, etc.), CS will ensure that projects receive appropriate permits or city approvals, and before using any City logos, trademarks or other intellectual property, CS will receive approval from COV

Timeframe

This Scope of Work will be in effect until December 31, 2018.

City Studio Future Structure

CS is able to take whatever organizational form or business structure they feel will best meet CS' and COV's needs as described above but also enable CS to continue to grow as an independent and financially sustainable entity.

Communication

COV and CS will meet at least quarterly to discuss their current and future work but neither group will be beholden to the other. During COV's engagement of CS, CS shall share their annual financial reports with the City.

Other Opportunities

This Scope of Work describes certain types of engagements and collaborations between CS and COV but will not limit future opportunities. CS and COV will continue to discuss other opportunities that may be to each party's mutual benefit. Future opportunities could include:

1. A *residency or staff hub* program for COV staff to work on City projects while being co-located at City Studio.
2. COV staff access to CS courses and professional development training services and vice-versa.
3. City Studio Staff (not students) could have access to COV internal training via City Learn.

Note, these other future opportunities are not covered by the support letter dated April 8, 2015 nor by this Scope of Work document. COV and CS may agree on other additional services, and CS and COV will determine a reasonable compensation for those additional services through a different mechanism.

Representatives

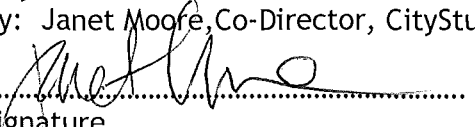
City of Vancouver

By: Sadhu Johnston, Deputy City Manager, City of Vancouver

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Signature Date Aug. 17, 2015

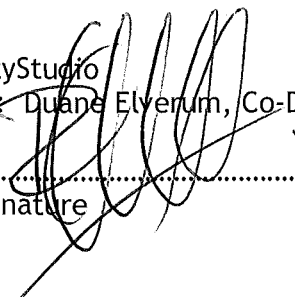
CityStudio & SFU

By: Janet Moore, Co-Director, CityStudio and SFU Director Semester in Dialogue

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Signature Date Aug. 17, 2015

CityStudio

By: Duane Elverum, Co-Director, CityStudio

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Signature Date Aug 17 2015