

File No.: 04-1000-20-2022-277

September 27, 2022

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 May 21, 2022 under the ***Freedom of Information and Protection of Privacy Act, (the Act)***, for:

Records regarding the lease of Brock House from the City of Vancouver and Vancouver Park Board to the Brock House Society. Date range: January 1, 1977 to May 20, 2022.

All responsive records are located on an FTP site (FTP instructions are included in the accompanying email). Some information in the records has been severed (blacked out) under s.15(1)(l) and s.22(1) of the Act. You can read or download these sections here:
http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request 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 (#04-1000-20-2022-277); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604-871-6584.

Encl. (FTP)

:ag

2023 COMMITTEE REPORT TO BHS BOARD OF DIRECTORS NOV 25, 2019 (Amended February 24, 2020)

INTRODUCTION

The current lease between Brock House Society (BHS) and the City of Vancouver will expire on July 31 of 2023. BHS makes a significant annual investment in the maintenance and improvement of the building and is also considering larger exceptional expenditures which will require a major fundraising effort to finance them. In addition, the Restaurant licensee to BHS, is a major source of operating funds to BHS and plans weddings and other events up to two years ahead of time.

These issues require the security of a lengthy lease period so that planning, fundraising, and implementation can move ahead with confidence. The remaining lease period of less than four years from now is inadequate to facilitate this.

DEMOGRAPHIC CHANGE AND IMPACT ON MEMBERSHIP

Statistics Canada indicates that the population of seniors will increase rapidly until 2031 when all the baby boomers will have reached 65. Seniors are projected to be 23% of the population by 2031 up from 14% in 2010. While this is a national projection it can be reasonably assumed it applies to the Vancouver area also. As we have many members who are in their 80's, we can expect a large need for the benefits and programs of Brock House Society well into the 2040's.

The present membership of Brock house society stands at approximately two thousand and this number remains steady from year to year. With this number of members and the current participation rate (some members only attend one program) even with the extensive programs offered it can be fairly said that Brock house is currently operating at near capacity in the mornings and at 60% of capacity in the afternoons up to 4PM.

While there are options for expanding the physical facilities at Brock house, any decision on this matter will not be required during the next 5 years. An immediate focus should be on optimizing the use of existing facilities through improved scheduling including the option of offering some specialized programs during the early evening on some days of the week.

HOUSE MAINTENANCE AND IMPROVEMENT STATUS

Brock House Society spends \$250,000 each year on maintenance and property improvements (\$150,000 of BHS funds plus \$100,000 contributed by the Restaurant on shared-cost projects). BHS is required to maintain the property as part of its lease with the City. Further beneficial property improvements are made to enhance the functioning of the building for the benefit of members and the continued successful operating of the Restaurant. The required funds are drawn from operating revenue and invested capital. BHS does not obtain funding from any government source and all operations are funded by members.

An analysis of the status of the building structure and sub-systems indicates that, excepting a number of exceptional maintenance and improvement items noted below, the on-going annual maintenance and improvements can continue to be funded by operations and membership.

Exceptional maintenance and improvement items which cannot be funded from operating revenues will require a special fund-raising effort by BHS. These include replacement of the glass and some structure of the conservatory needed within five years (\$250,000), basement improvements needed promptly (\$50,000), the increase in the electrical capacity to 600 amps (\$300,000), expansion of program areas, and the replacement of kitchen equipment which is to be funded by the restaurant.

PROJECTION OF REVENUE AND EXPENSE

Brock House Society typically runs a balanced operating budget year after year without any financial support from governments. When a deficit has

been projected at the beginning of a year adjustments are made and controls effected to result in elimination of the deficit by the end of the year.

Costs have been steadily increasing and while income from membership dues and other sources which can be controlled have also been increasing, the same cannot be said of the Restaurant whose revenue has remained constant within a narrow range for the past 10 years.

A projection of revenue and expense over a nine year period indicates that the Society can continue to balance revenue and expense into the foreseeable future without help from government sources, even with no growth of membership. Recent initiatives to improve the property (workshop expansion, new audio-visual systems, refurbishment of the boiler system, rebuilding of the elevator, correction of many maintenance items previously ignored, waterproofing and drainage corrections, and the current redecoration program, etc) have added considerably to ordinary maintenance expenses in recent years but this is not expected to continue. This off-sets the forecast increase in other expenses which are expected to grow generally in line with inflation. Also, revenue from the restaurant has been assumed to remain static even though potential exists for increasing restaurant revenue. Consequently, generally increasing operating costs are considered to be manageable. Extraordinary large-scale projects such as re-glazing the conservatory, increased electrical service, expansion of program areas could never be funded from operating revenue and will require special fundraising activity when they are required.

MAJOR CHANGES REQUIRED TO THE LEASE

Brock House Society became the tenant of Brock House in 1977. The lease drawn up at that time is virtually unchanged today, and has been extended in its original form in ten year increments since inception. In 1977 the property was 62 Years old; today the property is more than 100 years old. At the time that the City leased the property to the Brock House Society, there was no assurance that BHS would survive. Today BHS has passed it's 40th birthday, is an outstanding success and will continue to serve the growing senior population for many years to come. These facts suggest a

re-examination of the existing lease to test its suitability for the next 20 years.

The existing lease expires in less than four years, giving BHS too short a planning horizon to effect a fund-raising program for the exceptional maintenance work required and too short a business horizon for the restaurant to promote and book events. To rectify this it is recommended that BHS commence negotiations with the City/Park Board to effect a lease renewal with a 20 year duration commencing mid 2020, three years before the expiry of the present lease.

THE RESTAURANT LICENCE

The existing Restaurant licence expires at the same time as the BHS lease with the City. Clearly, until BHS has a renewal of its lease, it cannot enter into a new licence with the restaurant to provide the assurance required for the Restaurant to continue booking events 2 years in advance. There is another important consideration. There is no guarantee that the Restaurant will want to continue operations, and this leaves BHS extremely exposed to financial risk in the year leading up to the existing licence renewal of the two simultaneous expiries. In addition, the Restaurant equipment is badly in need of replacement and this is to be done at the sole cost of the restaurant. Only with a new licence with a minimum of 10 years duration would the restaurant make such an investment.

The restaurant currently provides \$200,000 of the \$585,000 annual budget of BHS. In addition, the restaurant contributes \$100,000 towards the annual maintenance of the property. Although Restaurant revenues have been flat for a number of years, this arrangement works well and to the benefit of BHS. However, there may be changes required in the Restaurant licence which could include mandating the renewal of equipment and stimulation of the growth of the business. This would increase the revenue to BHS and alleviate budgetary pressures noted earlier. For these changes to be considered it is highly advantageous that the BHS lease be renewed two years before the present Restaurant licence expires so that a new Restaurant licence can be effectively negotiated.

BROCK HOUSE SOCIETY

3875 Point Grey Road
Vancouver, BC V6R 1B3

March 5, 2020

Vancouver Board of Parks and Recreation
2099 Beach Avenue
Vancouver, BC
V6G 7Z4

Attention: Mr. Tim Collins
Supervisor of Commercial Operations

Dear Mr. Collins:

Re: Lease of Brock House to Brock House Society

Brock House Society, a community-based, not-for-profit society, delivers the only dedicated seniors programming in the northwest quadrant of the City with no cost to the Park Board or the City. We are writing today to ensure that this can remain the case for the foreseeable future. While the Lease expiry date is over three years away (July 31, 2023), the Society's Board would like to begin a conversation about early renewal of the Lease. We request that the Term of the Lease be extended to 2043.

Brock House was built more than 100 years ago – in 1912. Since 1974 the Society has been responsible for the operation and well-being of this wonderful designated heritage building. The Society has provided uninterrupted educational, social, and health and wellness programming since that date. We have had annually in recent years over 2,000 seniors taking advantage of our programs and services. The Society is funded through membership fees, programs, fundraising events and donations, and a large portion of our funding is derived from the arrangement that we have with our licensed restaurant operator, W.W. Catering Services Ltd.

Early renewal of the Lease will provide the Society with the certainty we need to complete our planning for the House's necessary major repair projects and, importantly, the time to raise sufficient funds to pay for those projects. Identifying the necessary major repairs has brought into question the definition of the Lease's term "all structural elements". Currently the Society must repair and replace at its own cost "all structural elements" in Brock House. Without a definition of "structural elements", it is not clear to the Society what its obligations are.

The time that it will take to review and update the Lease is critical to the success of the repair and maintenance of Brock House and to the services provided at the Brock House. Early renewal of the Lease will provide the Park Board and the City with assurances that Brock House

will continue in the long term as a valuable resource and service centre to Vancouver seniors and to the City of Vancouver itself.

Enclosed is a copy of a Report recently prepared for the Societies' Board. Also enclosed is a copy of our 2020 Spring Program – which will give you information about the extensive programs provided at Brock House.

I look forward to your response comments. We suggest the next step in the process should be a meeting to discuss our proposal in further detail.

Yours sincerely,

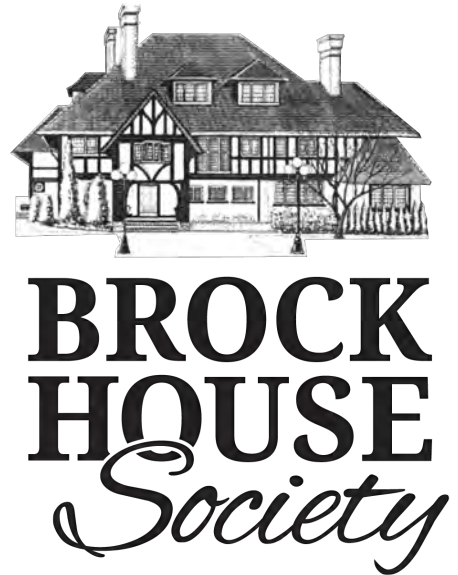
BROCK HOUSE SOCIETY

Per:



Carl R. Jonsson
Director and 1st V-P

cc: Tricia Barker



Proposal for
City of Vancouver
Parks Board



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Executive Summary and Introduction

Executive Summary

This is a Summary of the proposal of Brock House Society (BHS) to the Park Board and City of Vancouver (City) for a new lease of Brock House to replace the current Lease which has an expiry date of July 31, 2023.

This Section 1 provides a description of BHS, an acknowledgement of First Nations interest, and notes the express willingness of BHS and the Park Board to develop a new Lease. Section 2 provides a detailed description of the unique and valued programs and activities of BHS at Brock House indicating that the programs and activities of BHS constitute the highest and best use of Brock House.

Section 3 describes the changing role of food and beverage services that BHS provides at Brock House for members and the public. Section 4 describes the more-than 40 years that BHS has successfully provided the maintenance and capital needs of Brock House and sets out the long term maintenance and capital plans to ensure that Brock House continues to be a Class A century building.

Section 5 describes the principles suggested for developing a new Lease and details 19 topics for review and discussion. These topics are:

1. Lease approval processes of the parties
2. Areas licensed
3. Updating the Lease language
4. Lease term, right of first refusal, notice, & capital reimbursement
5. Utilities responsibilities
6. Use of premises description
7. City and Park Board policies
8. Liquor licensing provisions
9. Audited Statements and Annual Report
10. Snow removal provisions
11. Alterations to Brock House
12. Maintenance of Brock House
13. Repair obligations
14. Signage restrictions
15. State of premises acknowledgement
16. Insurance provisions
17. Sublease and license restrictions
18. Future development of Brock House
19. Diversity initiatives

As elaborated below, it is important from several perspectives to have clarity of the long term continuation of the BHS tenancy at Brock House. BHS requests that the Park Board, BHS and as appropriate, the City, begin discussions as soon as practical toward developing a new Lease. BHS is confident that a new Lease, suitable for all parties, can be achieved in a timely manner.

Introduction

This Proposal sets out the objectives of the BHS for a new lease. Its current Lease, which expires by its terms on July 31, 2023, was last renewed for a ten-year term in 2013. The current Lease is a 3-page document amending the 2003 Lease, which itself is now 30 years old. What is needed now is a new Lease, with updated language, that will better reflect current realities and accommodate future needs.

The Vancouver Park Board has expressed a willingness to consider a new agreement. The BHS seeks to continue its positive, collaborative relationship with the City of Vancouver and Park Board. Meanwhile, it will continue to serve as an conscientious steward for Brock House into the future.

BHS is a not-for-profit charitable organization. For almost 50 years, BHS has provided programming and food services for more than 1,100 older adult members and the broader Vancouver public. Prior to the onset of the COVID-19 pandemic, membership reached 2,000 and the membership is expected to expand again in future.

Brock House is located on the historical lands of the Musqueam, Squamish, and Tsleil-Waututh Nations and is owned by the City of Vancouver.

BHS programming, described in detail elsewhere, enhances the lives of 1,000 to 2,000 older adults and others by:

- creating lasting social connections,
- offering easy access to exceptional programming for older adults,
- hosting community events such as weddings, and
- delivering food services, something especially valued by

older members

BHS maintains a robust programming schedule that caters to a diverse cross-section of the community. Fulfilling this commitment to diverse programming requires space. The configuration of Brock House, with small to large-sized rooms, is uniquely suited to meet those needs. This flexibility enables BHS to provide a wide range of programs, activities and events simultaneously. Concurrent programming allows the greatest number of people to learn and engage at Brock House.

Brock House, and the work of the BHS, fosters community, wellness, and education. In doing so, it contributes to Vancouver's reputation as one of the most livable cities of the world.

BHS benefits from a strong member base and the time and experience of expert volunteers. These volunteers manage Brock House with diligence and care. BHS invests in Brock House, running ongoing maintenance and capital management projects to preserve the building into the future. These investments reflect the value BHS places on Brock House as both an historic building and community hub. The responsible stewardship of Brock House is key to the advancement of the BHS Mission: "To provide a variety of intellectual, creative, social and recreational activities and programs for adults aged 55 and over in Greater Vancouver."

Empowering BHS with a long-term Lease commitment will allow us to invest and plan for a more certain future. The need for its community building and educational programming has never been greater.

BHS looks forward to working with the Vancouver Park Board to secure Brock House as an activity centre for older adults for years to come.



Brock House Society Activities

BHS takes pride in its diverse range of programming. Programs offered include continuing education, wellness programs, hobby groups, music, lectures and language classes. Special events, including holiday celebrations and social gatherings, further bring people together.

BHS programming offers a combination of wellness, community, education and creativity.

This schedule below, excerpted from the week of February 28th to March 5th 2022, is representative of a typical program schedule.

March 2022					
Monday	Tuesday	Wednesday	Thursday	Friday	
28 Needle Crafts Group	1 HW104 Tai Chi - Level 2	2 HW107 Zumba Wednesdays	3 HW105 Tai Chi - Level 3	4 HW108 Zumba Fridays	5 Hiking & Valley (
Travel Lecture: Mediterranean Cruise - Barcelona to Venice	Returning to Collage	Pole Walkers Group	Cycling Group	Artists Group	
Travel Series (on Zoom)	WR101 Guided Memoir 2	Porcelain Pointers	HW109 Line Dancing	Writers' Circle	
LG101 French Intermediate (on Zoom)	HW106 Tuesday Morning Yoga	Discussion Series - Crisis in Ukraine	Life Writing	WR102 New Beginnings: Writing in 2022	
IP104 (in house) Romantic Literature and Music from Beethoven to Wagner	Tue. In-house Lecture - 55 Years for a Dissident Jailed in North China- The Story of my Father	Mah Jong	Esther Birney Lecture: Dr Christopher Douglas - American Literature and the Christian Right	Table Tennis	
IP104 (on Zoom) Romantic Literature and Music from Beethoven to Wagner	Tuesday Lecture Series (on Zoom)	Table Tennis	Esther Birney Series (on Zoom) - Winter 2022	Friday Movie - "Promising Young Woman"	
Table Tennis	Spanish Conversation - beginners	Cryptic Crossword Level 2 Class	Duplicate Bridge	MS101 Beginners Ukulele -- CANCELED	
	Spanish Conversation - intermediate	IP106 (in house) An Overview of Wines in BC	Chess		
		LG102 Italian	Scrabble		

Excerpt of BHS programming schedule, February 28 - March 5, 2022.

BHS can offer this level of programming thanks to the many volunteers who bring valuable expertise and experience. Volunteers also manage events, communications, governance and financial management. This work would not be possible without their willingness to commit to BHS and their community.

In 2021, a year restricted by COVID-19, BHS recorded over 7,000 hours of volunteer time (equivalent of 4 full-time staff). That number does not include the many hours spent by participants benefitting from BHS programs and events.



Porcelain painting.

The BHS model benefits society members and the broader public in two key ways:

- **Volunteers:** volunteers enjoy the satisfaction of developing, leading, and managing programming. Volunteering allows people to share their passions, knowledge, and expertise with their community.
- **Participants:** participants enjoy the social, educational, and creative aspects of BHS programs. For some, these outlets may not be available in their own lives.

“Social connection is the greatest predictor of long-term levels of happiness and success and is as predictive of how long you’ll be living as obesity, smoking and high blood pressure.”

- Shawn Achor, *The Happiness Advantage*

Social connections are a key part of what makes BHS programs and events so important. For older adults, who experience isolation and loneliness, BHS creates community.

There is one way in which BHS differentiates itself from similar program providers – the large, active BHS member base creates and develops its own programming. This is accomplished by the many volunteers who are expert and experienced in a broad range of activities and knowledge. The result is that a robust variety of programming and activities is developed and operated without any need for external funding or staffing.



The hiking group takes to the trails.

Typically, a member suggests a new program idea. If there is interest in the new program, staff then supports members with scheduling and coordination. Many activities, such as woodworking, knitting, hiking, and biking, are self-run by members.



Patricia Brady, Director of Events, and Val Lynn, Director of Volunteers, promote a Zoom cooking event.



Thomas Hobbs fills Brock House planters during the Spring Awakening event.



The Brock House Kerrisdale Handbell Ringers.

To illustrate the extent of participation in BHS programming, on average:

- 9 programs / activities are offered daily
- Up to 140 seniors access the programs daily
- 70 members access food services daily
- 400 seniors visit Brock House weekly
- 65 persons attend special events

80-90 seniors attend weekly travel lectures

45 members attend the new 4-6 social drop-in program

BHS has a small staff of four employees. This team cares for Brock House, coordinates programming where needed, and supports the governance of BHS. Executive Director Kevin Inouye, who leads the team, has 20 years management experience in the corporate, community, and not-for-profit sectors.

Music plays a big role at BHS. Older adults can create and enjoy music of all kinds, from the brassy delights of the Brock House Big Band to the light strums of Beginners Ukulele. BHS hosts the Brock House Chamber Players, the Brock House Orchestra, and the Brock House Jazz Band. The Brock House Kerrisdale Handbell Ringers maintains two bell choirs. Singers, meanwhile, enjoy the Brock House Kerrisdale Choir, the Folk Singing Group, and the Monday Sing-a-long.



The Brock House Big Band.

The BHS Social Committee coordinates 9 to 12 events each year. These include:

- Robbie Burns Day Event
- Valentine's Event
- St. Patrick's Day Event
- Diwali
- Spring Awakening Gardening theme
- Lunar New Year
- Strawberry Tea
- EnBlanc Reception and Dinner
- July Summer Fair
- Sunset Socials in the Marquis with live music
- August Pancake Breakfast
- Fashion Show
- November Remembrance Day Tribute
- December - Christmas Luncheon

BHS is working to reflect Vancouver's growing diversity. The Lunar New Year and Diwali have joined longstanding cultural celebrations like St. Patrick's Day and Robbie Burns Day. Mahjong remains a popular way to connect with friends. For those looking to learn, language courses are on offer.



Members attend a Remembrance Day tribute at Brock House.

BHS also creates programming with an Indigenous focus. Recent lectures include Indigenous Ecotourism and Indigenous Literature & History: Resistance and Resurgence.

In recognition of a BHS event honoring the first National Day for Truth and Reconciliation, the Honourable Janet Austin, OBC, Lieutenant Governor of British Columbia, wrote:

“I would like to commend Brock House for such thoughtful observance of this new day of commemoration. Your desire to create a better society for Indigenous peoples and all Canadians is a small but important part of a national movement.”

For some time, the demographic trend has been clear. The number of older adults in Vancouver, as a percentage of the total population, will continue to increase. That rising population will need services appropriate to meet their needs. BHS's current programming and food services create significant positive impacts in the lives of its up to 2,000 members. Many programs and activities already fill Brock House to overflow capacity. To accommodate this, BHS holds some programming offsite.

To respond to this future need, BHS will look for ways to expand Brock House. It will also look to take part in other developments, such as the Jericho Lands development project.



Brock House Society Food Services

For decades, BHS has provided three types of catering services to its members and the public: 1) a lunch service for members on weekdays, 2) a restaurant in the evenings, and 3) catering for special public events such as weddings and other celebrations. Organizationally, the restaurant and special events services are provided through a licence arrangement with WW Catering Services Ltd, a private food service company. Over time, the needs and commercial realities impacting food and beverage services have changed significantly, exacerbated in the last two years by the COVID-19 pandemic.

During the pandemic, while food services provided to BHS members have been largely curtailed, WW Catering has continued to operate on a limited basis in accordance with Public Health Orders.

Because of this significantly changing environment, BHS is now assessing how to organize its food and beverages services operations in future. It is most important for BHS to have clarity about its future in Brock House so that WW Catering can make firm plans for weddings and other special events open to the public, with lead times in excess of a year.

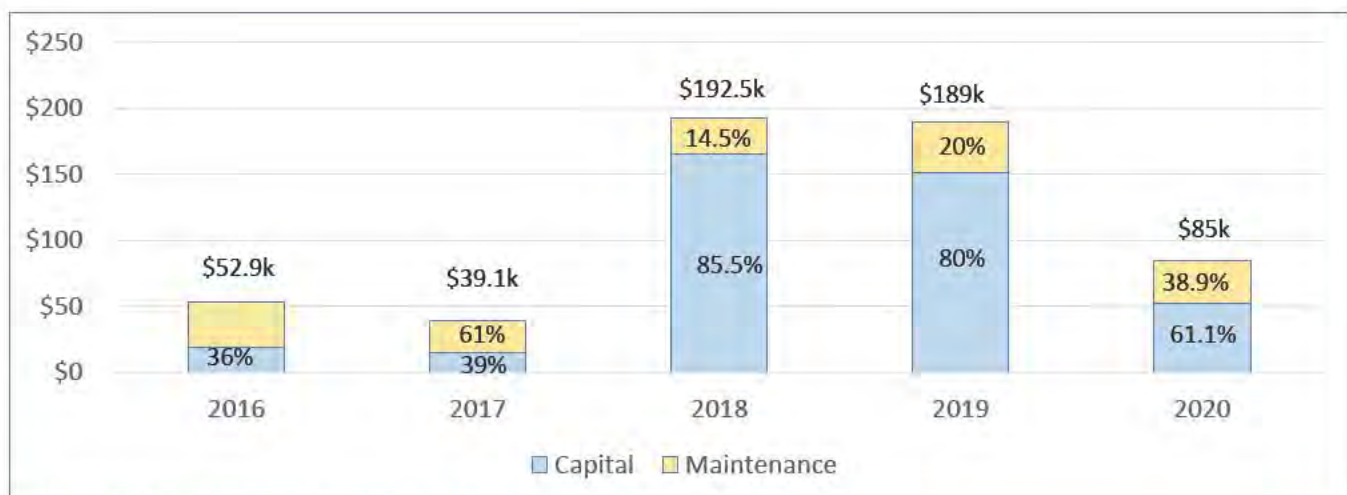
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Caring for Brock House

For almost 50 years, the BHS has provided competent stewardship of Brock House. BHS recognizes the responsibility associated with this role. For that reason, it has been careful to ensure its management has been to the highest standard. The BHS approach is one of prudent management and thorough future planning .

The committee responsible for maintenance and capital activities is chaired by Adrian Gatrill, Dip A. D. (Engineering), BA. Gatrill has managed large projects for over four decades, both in Canada and abroad. BHS staff member Sean McWhinney also has extensive experience in the restoration and conservation of historic buildings. These include The Yale, Commodore Ballroom, and Hollywood Theatres.

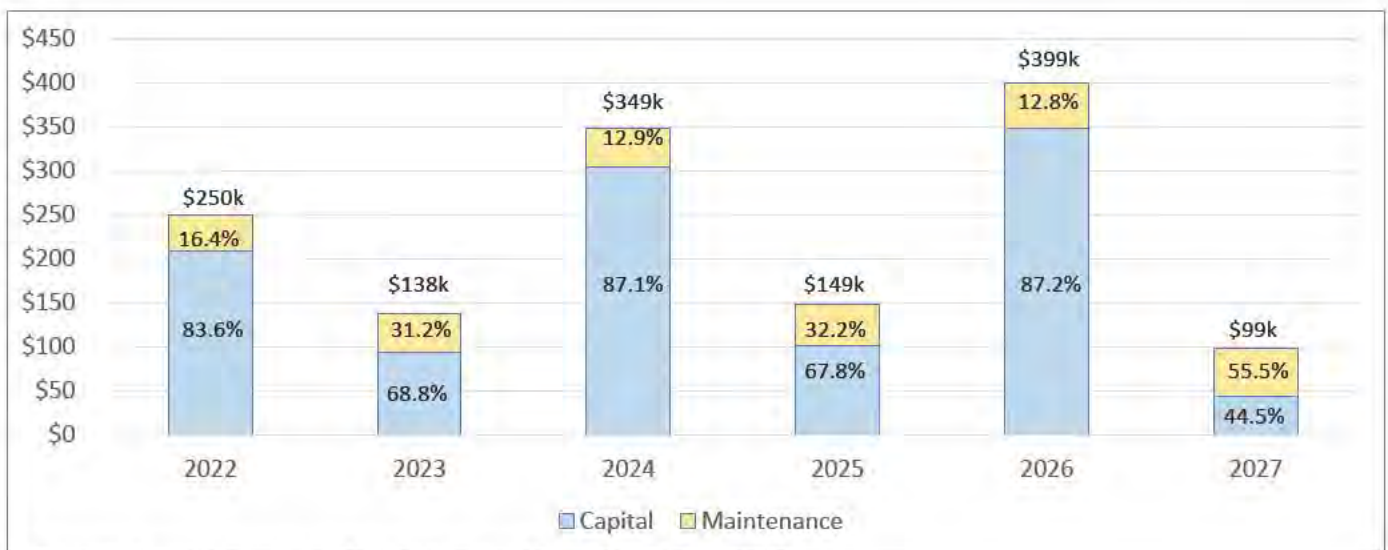
Maintenance and capital costs - BHS care of Brock House extends from daily housekeeping to major maintenance and capital projects. BHS has incurred large costs for maintenance and



Historical maintenance and capital expenditures for 2016 – 2020.

capital projects in recent years, as shown above.

BHS has developed a long-term plan for future maintenance and capital projects. In 2020, a Building Condition Assessment completed by JRS Engineering identified many areas in need of future work. BHS has the expertise, experience, and financial resources to meet these and other future challenges.



Projected maintenance and capital expenditures for 2022 – 2027.

5

Proposal for a new Lease

a. Principles

BHS appreciates that future changes will emerge as the plans of the City and Park Board develop to meet future community needs. BHS also understands the Park Board does not currently have a Leasing Policy but that one will be developed and approved sometime in future. BHS recognizes the City and the Park Board coordinates many commercial arrangements that involve management resources and costs.

BHS has been an significant example of a constructive, successful working relationship with the City and Park Board. The creation of a well-planned, long-term new Lease can provide all parties with a roadmap to a mutually beneficial relationship.

The principles incorporated into the existing lease relationship have worked well for almost 50 years. They can be expected to endure:

- The BHS has worked effectively with the City and Park Board, enabling it to provide valuable programs, events and food services primarily for older adults. In this, a long-term relationship is beneficial for all parties.
- The BHS cooperatively employs its expertise and experience to appropriately manage the maintenance and structural integrity of Brock House.

- The BHS provides all funding necessary for the ongoing maintenance and capital needs.
- Reasonable insurance is maintained against the risk of significant loss.
- BHS self-funds the entirety of its programming, events, lectures, food services, etc. These activities are developed by members and for members.
- In consideration for the above, rent is nominal.

The BHS seeks to develop a new Lease agreement based on continuing these proven principles.

b. Topics for Agreement

The following subsections set out the BHS proposals for a straightforward and manageable Lease agreement.

1. Negotiation Structure: The BHS has a negotiating team ready for discussions and negotiations. The BHS Board will then consider their final recommendations for approval. Since a new Lease document is needed, BHS will, later in the process, engage external legal counsel to provide legal advice. The BHS requests advice from the City and Park Board as to its discussion and approval process.

2. Licenced Areas: Since the previous Lease was first created, much has changed for the BHS. Of significance are changes to operations caused by COVID-19 pandemic restrictions. As a result, there are a number of areas of the Lease that need discussion for either reconfirmation or change. Once such area is how the leased Premises are described. Recital C (2003 to 2013 Lease) indicates that, in addition to the Lease of the "Premises" as defined, there

are 4 areas that are licenced on a non-exclusive basis, including a) 2 brick patios, of which one is covered, b) a recycling area, c) three parking areas and d) the woodworking shop. In view of the changes in use that have occurred, discussion is needed to confirm the appropriate designation of licenced areas.

3. Drafting Approach: There are several areas where language can be improved in a new Lease to provide greater clarity and avoid ambiguity. The language terms and structure in the current Lease are at least 20 years old. Many advances in use of plain and clear language have been made in legal documents in recent years. BHS would like to make changes to improve and clarify the new Lease. One example is that in ss. 1.07 the Use is described with negative rather than positive commitments.

4. Lease Term: BHS has occupied Brock House as a responsive and accountable tenant for almost half a century. In doing so, it has provided worthwhile programs, events, and food services to older adults and others. This work has enhanced the quality of life of our community. The BHS wants to ensure it can continue to provide these services in the long term.

The Lease has renewed on 10-year renewals, with the most recent renewal scheduled to end July 31, 2023. BHS would like to explore with the Park Board and the City the means to ensure the continuation of the relationship in the long term. This would be done in a manner that works for all parties. BHS hopes this can be achieved through a combination of concepts that include a) a lengthy term, b) a right of first refusal for subsequent renewal, c) a lengthy notice of potential termination, and d) in the event of an ultimate termination, reimbursement to BHS for the undepreciated cost of capital expenditures.

A. Term Length: Regarding the term length, a long term benefits both parties. This sharing of plans and commitment by BHS of long-term capital, provides the Park Board and the City with an

effective management arrangement. A lengthy term will

- provide confidence to BHS members, ensuring their ongoing volunteer commitment to BHS programs and operations;
- facilitate participation in fundraising and legacy giving to BHS;
- provide BHS with the confidence to make long term capital improvements to Brock House; and
- allow the Park Board and City to continue monitoring BHS programming and activities and, assuming all is well, avoid the substantial work and cost of renewal considerations for a substantial period of time.

BHS recommends a term of 15-20 years to support these goals.

B. Right of First Refusal: BHS believes that the current use of Brock House, a facility to support the provision of services and programs to large numbers of older adults (over 1,100 at present, even with reductions due to COVID-19), contributes significant benefit to both those members and the City as a whole.

BHS suggests a right of first refusal on future renewal, assuring renewal based on BHS demonstrating continued success of its programs and service delivery. This can be defined. For example, a right of first refusal could be effective if BHS has in excess of 1,000 members and is delivering at least 10 programs, or events annually. Such a right of first refusal could make future renewals clear-cut and uncomplicated for all the parties.

C. Termination Notice: Though difficult for BHS to contemplate at this point, there could come a time when the Park Board or the City wish to terminate the Lease. In that situation, BHS would need to coordinate the relocation of a substantial number of

programs, activities, events and food services for its members. To accommodate this, we would like the new Lease to incorporate a substantial notice requirement of 3 years, should the Park Board and the City decide to end the Lease.

D. Reimbursement for Undepreciated Capital Costs: With a long-term Lease BHS will continue to undertake ongoing maintenance and capital projects to sustain Brock House as a Class A Heritage Building. If, at a point in future, the term end is approaching, all parties will want BHS to continue to make the maintenance and capital expenditures necessary to ensure Brock House remains a Class A building. BHS will keep depreciation ledgers of its capital expenditures consistent with generally accepted accounting principles. If the Lease ends, BHS requests that the City reimburse BHS for the undepreciated portions of past expenditures.

5. Utilities: Under the current lease (s. 10.6) BHS is responsible to pay all utilities. Assuming the continuation of operations in the current manner, BHS supports continuing that arrangement. If the Lease is renewed in a manner that the leased Premises do not include the grounds outside the building, there is a theoretical possibility that the Park Board or the City could install facilities that involve incurring substantial new utilities costs. BHS recommends incorporating a term that provides that if such actions occur, BHS will not be responsible to pay the additional utility costs or a term that assures no such facilities will be added.

6. Use of Premises: Ss. 1.07 of the current Lease is a substantive subsection relating to use. The commitment is stated in the negative – i.e. BHS cannot use or permit the use of the Premises for any purposes except:

a) “An activity centre for the use and benefit of seniors; and

b) “A kitchen and dining area that is used to provide food services for lunch on weekdays for the benefit of seniors and a restaurant that is open to the public during the following times but at no other times:

i) evenings and weekends; and

ii) those statutory holidays agreed to by the Landlord and the Tenant.

While the statement about the use of the premises may have been appropriate many years ago, substantive changes are needed to reflect both changes in BHS and the very substantial developments of BHS.

As a first item, the term “seniors” is not defined in the Lease and, due to changing understanding of aging, there is need for different language. In addition, the activities of BHS continue to expand and broaden in scope such that it is now more appropriate to describe BHS activities as providing its programs, activities, events and food services as ‘primarily directed toward older adults.’ It seems entirely appropriate that the Park Board and the City should leave it to BHS to define its audience in a manner that reflects changing norms in BHS relating to ‘older adults.’

Secondly, the current Lease relating to food services is unduly and unnecessarily restrictive as to how BHS will provide food services from time to time. Several general trends can be noted:

- Compared to the time when the original Lease was crafted, Vancouver now has a profusion of restaurants and food service businesses serving the public;
- BHS has developed Brock House as a highly desired venue for special events such as weddings, and other

special events;

- BHS has a continuing objective to provide food services so members and, as appropriate, members of the public and BHS needs flexibility to respond to major changes such as the pandemic to adjust its services and means of delivery.

BHS would like an understanding that food service is among the many services to be provided all to be determined by BHS from time to time. Ss. 108(d) requiring serving lunches would be removed from a new Lease as unnecessary and inappropriate.

BHS confirms that BHS owns the building where the woodworking activities occur.

7. Park Policies: Ss. 1.08 (a) requires BHS to comply with the park policies of the Vancouver Charter. BHS will comply with all applicable City and Park Board bylaws, policies, etc. BHS would like a process in a new Lease to provide regular updates and clarifications about bylaws, policies, etc.

8. Liquor Control and Licencing: As a substantial, responsible, mature not-for-profit charitable organization BHS will continue to be committed to complying with all laws, rules and regulations applicable to it. As noted, circumstances can change significantly with time as profoundly evidenced by the recent pandemic. BHS needs the flexibility to determine what licences, including liquor licences are needed to operate. The requirements of the current Lease are inappropriately restrictive: ss. 1.08 (b) requires BHS to comply with liquor licencing requirements, with failure to do so constituting cause for Lease termination and subsection and ss (c) requires Landlord consent, not to be unreasonably withheld, for any changes. BHS suggests that the appropriate concept, standard in many leases, is a requirement that the tenant complies with all applicable laws.

9. Providing Audited Financial Statements and Annual Reports:

In recognition that BHS is a substantial, responsible, mature not-for-profit charitable organization the obligation to provide audited financial statements and annual reports should be reasonable and not unduly restrictive. The current Lease requires BHS to provide audited financial statements within 90 days of its year-end and requires BHS to deliver a copy of its corporate annual report to the Park Board promptly after filing. BHS suggests that the Lease should provide that BHS will provide copies of its annual audited financial statements and annual reports to the Park Board within a reasonable period after year end and not later than 6 months following the year end.

10. Snow Removal: The current Lease requires BHS to keep “adjacent sidewalks clear of snow and ice to comply ...”. BHS is satisfied with the current practices in place for snow removal. We would like to discuss the actual practices and ensure that any new language continues to accurately reflect the practice.

11. Alterations: The current Lease contains a substantive subsection relating to alterations etc. While the concepts appear to be generally appropriate for the future, the wording of the section may be outdated and require adjustment to accurately describe current bylaws etc. BHS suggests that the concepts and drafting of this subsection should receive attention for a new Lease.

12. Maintenance: For the total duration of the Lease approaching 50 years, BHS has diligently and capably maintained Brock House as a Class A Heritage Building, now a century building. BHS has the expertise, experience and funds to continue properly maintaining Brock House. BHS suggests the language of a new Lease appropriately reflect the intention of the parties.

13. Repairs: BHS has consistently and proficiently carried out all repairs required at Brock House. As a Heritage Building it is anticipated, that Brock House will require substantial capital

projects in future to keep Brock House in sound condition. Ss. 2.05 requires BHS to undertake all repairs and generally reflects the repair work BHS has carried out. As described above, BHS has a 5-year maintenance and capital plan to continue to make required repairs. There is potential for future exceptional and very large unplanned capital repair requirements. BHS would like to discuss how to address such potentially very-substantial capital costs.

14. Signage: A new Lease agreement should appropriately reflect the City and Park Board needs for signage restrictions.

15. Status of Premises: The current Lease provides an acknowledgement and acceptance by BHS of the state of the Premises. While this language is common for the commencement term for many commercial lease situations, it appears somewhat odd where BHS has occupied Brock House as lessee for almost 50 years. A new Lease should provide appropriate language.

16. Insurance: The current Lease contains detailed provisions requiring BHS to carry comprehensive general liability insurance and all risk (broad form) tenant's property insurance. Due to exceptional losses from time to time in the insurance industry including in British Columbia in 2021, the availability of insurance coverages changes from time to time. BHS has the insurance coverages identified in the current Lease. Topics for discussion regarding the wording of a new Lease include:

A. Terminology: The term 'comprehensive general liability' has not been used in insurance terminology for several decades. The words should be replaced with 'commercial insurance'.

B. Replacement Cost: The current Lease requires BHS to have Tenants Legal Liability for the full replacement cost of the building. The full replacement cost is presumably unknown by anyone currently or from time to time - absent actual binding fixed-price replacement contracts being in place. The 2022-

2023 insurance policy will have a limit of \$5,000,000. The 'full replacement clause' language should be replaced by a specific amount that is periodically reviewed.

C. Named vs Additional Insured: BHS understands that it is appropriate for the City to be included as an Additional Insured, (which it is) but not appropriate that the City be a named insured under the policy as the City does not have an insurable interest in BHS operations.

17. No Sublease or Licence: The current Lease provides that BHS may not sublease or licence the Premises without Landlord consent – which consent can be arbitrarily withheld. For many years, BHS has operated its food services delivery through a licence agreement with WW Catering Ltd. and Danny Wong. Consistent with the principle that BHS should determine from time to time how food services are provided, the section(s) in the new Lease that prohibit or restrict subleasing or licencing should have a carve-out for agreements with third parties to provide food services for BHS.

18. Future Development: BHS is fully utilizing Brock House and a potential consideration for the future is additional capacity to the building. BHS would like to discuss possibilities for building expansion in future.

19. Future Diversity: As original occupants of the land, the Musqueam, Squamish, and Tsleil-Waututh First Nations have interests in the future of Brock House. In addition, Vancouver has experienced extensive growth in diversity of all kinds in recent years. BHS is implementing plans and activities to engage diversity in a variety of ways in future and welcomes the endorsement of the Park Board and the City as programs, activities, events etc. are developed to support inclusion and diversity.

Summation

While the current Lease term does not end until July 31, 2023, resolving a new Lease term in the near term is needed. BHS must plan programming and events, and maintenance and capital projects well in advance. Accordingly, assurance of BHS continuity at Brock House is important. Similarly, it is assumed that the City and Park Board need to understand what long-term planning is needed, or is not needed, for Brock House.

BHS expresses appreciation for the excellent relationship with the City and Park Board for a half century and looks forward with optimism for a continuing great relationship in future. We look forward to beginning detailed discussions as soon as practical.

Thank you.

Jim Emmerton, Director, Lease Project

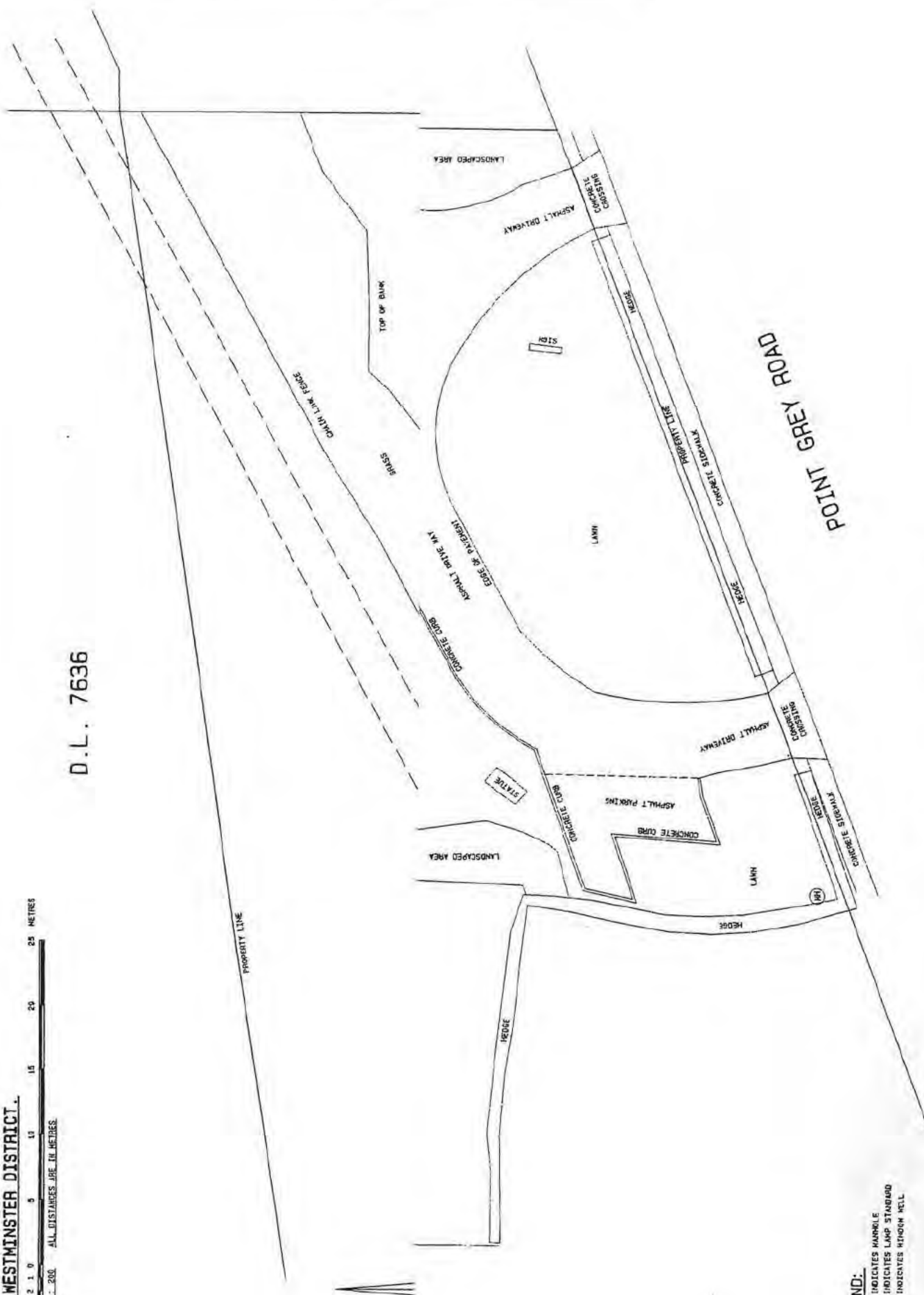
For: The Board of Directors, Brock House Society

PLAN SHOWING OCCUPATION ON PORTION OF
LOT E, DISTRICT LOT 44B,
PLAN 22608, GROUP ONE,
NEW WESTMINSTER DISTRICT.

5 4 3 2 1 0 5 10 15 20 25 METRES

SCALE 1 : 200 ALL DISTANCES ARE IN METRES.

D.L. 7636



LEGEND:

- INDICATES HARBOR
INDICATES LAMP STANDARD
INDICATES HIGHWELL

Agreement: BROCK HOUSE– Jericho Beach Park

Premises: The Premises having a civic address of 3875 Point Grey Road, Vancouver, which is a three-storey wood frame building with full basement and atrium known as "Brock House" and two patios adjacent to the premises and identified as "Brick Patio" and "Covered Brick Patio" on plan attached as Schedule "A"

Tenant responsibilities:

- Will 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.
- Will not cause any damage to the premises other than reasonable wear and tear.
- Will keep adjacent sidewalks clear of snow and ice.
- Will not carry out or cause any addition, renovations, redecoration or alteration to the premises without the Landlord's prior written consent.
- **Tenant has to invest in a renovation program for the premises, being the repairs and improvements described in Schedule "B" as 22 Maintenance Projects.**
- Will maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times and in good repair.
- Will contract an accredited building inspection service for completion on or before the commencement of the 3rd and 8th year of the Term to determine the condition of the premises.
- Landlord will have access to the premises for purpose of inspection during normal business hours and the tenant will repair according to notice.
- Will not erect on the outside of the building (or any part of the interior which is visible from the outside) any sign, picture, device, photograph, marking, pole, tower or other structure without first having obtained the consent in writing of the Park Board.
- Provide comprehensive general liability insurance with limits of \$5,000,000 per occurrence or such higher limit of coverage as the Landlord's Director of Risk Management may require.

Park Board Responsibilities:

- Shall not be liable for any loss or damage of any nature whatsoever, however caused, to the premises or any property belonging to the tenant 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.

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APPENDIX B

LIFE CYCLE RENEWAL COSTS

(Benchmark Analysis)

BROCK HOUSE		Inflation Factor		3.0%											
LIFE CYCLE RENEWAL COSTS		Interest Rate		1.10%											
RESERVE COMPONENTS	YEAR	TYPICAL	EFFECTIVE	REMAINING	RENEWAL	CURRENT	FUTURE	CURRENT	FUTURE	FUTURE	FUTURE	ANNUAL	RESERVE FUND	RESERVE FUND	
BENCHMARK ANALYSIS	INSTALLED	LIFE (Yrs)	AGE (Yrs)	LIFE (Yrs)	YEAR	REPLACEMENT COST	REPLACEMENT COST	RESERVE FUND REQUIREMENT	RESERVE FUND ACCUMULATION	RESERVE FUND REQUIREMENT	RESERVE FUND REQUIREMENT	RESERVE FUND ASSESSMENT	ASSESSMENT	ALLOCATION	
BUILDING ENVELOPE AND STRUCTURE															
1 Concrete Structure	1912	50	30	20	2040	8,400	15,171	5,040	6,273	8,899	400	0.41			
2 Timber Structure	1912	50	30	20	2040	5,250	9,482	3,150	3,920	5,562	250	0.25			
3 Roof Deck Guardrails	1985	35	30	5	2025	2,363	2,739	2,025	2,139	600	117	0.12			
4 Roof Deck Membrane & Pavers Assemblies	1985	35	30	5	2025	27,720	32,135	23,760	25,096	7,039	1,377	1.40			
5 Roof Deck Metal Canopy	1985	50	35	15	2035	3,150	4,908	2,205	2,598	2,309	142	0.14			
6 Exterior Walls - Stucco (Original Building)	1912	40	30	10	2030	30,000	40,317	22,500	25,101	15,216	1,448	1.47			
7 Exterior Walls - Stucco (Building Expansion)	1985	40	30	10	2030	8,000	10,751	6,000	6,694	4,058	386	0.39			
8 Exterior Walls - Wood Siding	1985	30	20	10	2030	6,582	8,846	4,386	4,895	3,950	376	0.38			
9 Exterior Walls - Wood Trim	1912	30	20	10	2030	5,705	7,666	3,803	4,243	3,424	326	0.33			
10 Exterior Walls - Brick	1912	50	49	1	2021	10,000	10,300	9,800	9,908	392	392	0.40			
11 Cast Iron Window Assemblies	1912	10	5	5	2025	11,970	13,877	5,985	6,321	7,555	1,478	1.50			
12 Aluminum Window Assemblies	2017	40	3	37	2057	3,150	9,403	236	354	9,049	199	0.20			
13 Wood Frame Window Assemblies	1985	10	5	5	2025	5,000	5,796	2,500	2,641	3,156	617	0.63			
14 Wood Entrance Doors	1985	10	5	5	2025	6,720	7,790	3,360	3,549	4,241	830	0.84			
15 Metal Service Doors	1985	50	40	10	2030	1,575	2,117	1,260	1,406	711	68	0.07			
16 Sealant	2010	10	5	5	2025	23,445	27,180	11,723	12,382	14,798	2,895	2.94			
17 Paint Coating	2010	10	5	5	2025	50,000	57,964	25,000	26,406	31,558	6,174	6.27			
18 Chimneys	2008	30	12	18	2038	60,000	102,146	24,000	29,223	72,922	3,686	3.74			
19 Low Slope Roof - Torch on (2-ply) Mod-Bit	2010	30	10	20	2040	9,450	17,068	3,150	3,920	13,147	591	0.60			
20 Steep Slope Roof - Asphaltic Shingles	2010	30	10	20	2040	200,000	361,222	66,667	82,972	278,250	12,514	12.70			
21 Cast Iron Gutters and Downspouts	1912	20	15	5	2025	5,250	6,086	3,938	4,159	1,927	377	0.38			
22 Aluminum Gutters and Downspouts	2012	30	10	20	2040	4,000	7,224	1,333	1,659	5,565	250	0.25			
23 Roof Skylights	1985	25	20	5	2025	9,450	10,955	7,560	7,985	2,970	581	0.59			
24 Basement Skylight	2010	25	10	15	2035	3,150	4,908	1,260	1,485	3,423	211	0.21			
25 Solarium Glazing	2010	25	24	1	2021	262,500	270,375	252,000	254,772	15,603	15,603	15.84			
26 Foundation Dampproofing/Waterproofing	2010	50	25	25	2045	94,500	197,862	47,250	62,113	135,749	4,747	4.82			
INTERIOR															
27 Main Lobbies	2020	20	0	20	2040	9,291	16,780	-	-	16,780	755	0.77			
28 Hallways, Stairwells, and Common Areas	2012	20	8	12	2032	38,699	55,175	15,479	17,651	37,524	2,942	2.99			
29 Kitchen	1985	20	20	0	2021	31,006	31,006	31,006	31,006	0	-	-			
30 Kitchen/Bar Addition	2012	20	8	12	2032	3,182	4,536	1,273	1,451	3,085	242	0.25			
31 Washrooms	2012	20	8	12	2032	19,622	27,976	7,849	8,950	19,026	1,492	1.51			
32 Office	2010	20	10	10	2030	29,849	40,114	14,924	16,650	23,464	2,233	2.27			
33 Basement	1985	20	17	3	2023	18,184	19,870	15,456	15,972	3,898	1,285	1.30			
34 Dining Terrace Finishing	2020	20	0	20	2040	17,640	31,860	-	-	31,860	1,433	1.45			
CONVEYANCE															
35 Elevator & Cab Finishes	2020	30	1	29	2049	-	-	-	-	0	0	0.00			
MECHANICAL															
36 Domestic Water Pipes	1912	35	30	5	2025	52,500	60,862	45,000	47,530	13,332	2,608	2.65			
37 Gas Pipes	1912	50	30	20	2040	3,000	5,418	1,800	2,240	3,178	143	0.15			
38 Fire Suppression Components	1985	40	35	5	2025	42,000	48,690	36,750	38,816	9,873	1,932	1.96			
39 Boilers	2012	20	5	15	2035	105,000	163,587	26,250	30,931	132,655	8,183	8.30			
40 Hot Water Storage Tanks	2010	10	5	5	2025	10,500	12,172	5,250	5,545	6,627	1,297	1.32			
41 Miscellaneous Mechanical Room Components	2018	10	5	5	2025	11,288	13,085	5,644	5,961	7,124	1,394	1.41			
42 HVAC - Building	1985	20	15	5	2025	31,500	36,517	23,625	24,953	11,564	2,262	2.30			
43 Sump Pump	2020	12	0	12	2032	4,200	5,988	-	-	5,988	470	0.48			
44 Hydronic Baseboard Heaters	2020	40	30	10	2030	1,050	1,411	788	879	533	51	0.05			
ELECTRICAL															
45 Service Distribution	1985	50	45	5	2025	42,000	48,690	37,800	39,925	8,764	1,715	1.74			
46 Power Distribution	1985	40	35	5	2025	9,936	11,518	8,694	9,182	2,336	457	0.46			
47 Security Access, System and Cameras	1985	20	17	3	2023	19,950	21,800	16,958	17,523	4,277	1,410	1.43			
48 Fire Alarm Panel and Emergency Lighting	1985	20	17	3	2023	52,500	57,368	44,625	46,114	11,254	3,710	3.77			
SPECIALTY															
49 Fireplace Finishing	1912	30	20	10	2030	7,088	9,525	4,725	5,271	4,254	405	0.41			
50 Recreational Bar/Lounge	1985	20	19	1	2021	5,250	5,408	4,988	5,042	365	365	0.37			
51 Roof Access Ladder	1912	50	47	3	2023	5,000	5,464	4,700	4,857	607	200	0.20			
SITE SERVICES															
52 Softscaping	1985	50	45	5	2025	-	-	-	-	0	0	0.00			
53 Hardscaping	1985	50	45	5	2025	-	-	-	-	0	0	0.00			
54 Underground Water Supply and Drainage	1912	40	38	2	2022	58,800	62,381	55,860	57,096	5,285	2,628	2.67			
55 Outdoor Lighting and Electrical	1985	40	30	10	2030	5,775	7,761	4,331	4,831	2,929	279	0.28			
56 Retaining Wall	1985	40	20	20	2040	4,725	8,534	2,363	2,940	5,594	252	0.26			
57 Site Hand/Guardrails	1985	40	35	5	2025	1,890	2,191	1,654	1,747	444	87	0.09			
RESERVE FUND PLANNING															
Certified Reserve Fund Consultant	2020	5	0	5	2025	10,000	11,593	-	-	0	11,593	2,268	2.30		
TOTAL RESERVES						1,508,752	2,071,569	957,683	1,035,279	1,036,289	98,534	100%			

DEFINITIONS

RESERVE COMPONENTS: Individual components within the major building systems. Note that some of these components were separated due to differences in installation dates. There may also be multiple renewals and smaller repairs included in the 30-year outlook. Minor components with insignificant renewal costs have either been combined with an allowance or not included in order to simplify financial analysis.

YEAR INSTALLED: Year the component was installed, which includes original construction or replacement. JRS assumes that all previously replaced components were new when installed, unless stated otherwise.

EXPECTED LIFE: Expected service life based on historical data and industry standards.

EFFECTIVE AGE: Assessed age of component. The default is the chronological age, but may be adjusted based on condition, location (exposure to weather and traffic), installation, maintenance, brand, model, etc.

REMAINING LIFE: Effective Age subtracted from Expected Life.

RENEWAL YEAR: Sum of current year and Remaining Life.

CURRENT REPLACEMENT COST: Cost to replace now, calculated as a product of Unit Measure and Unit Cost.

FUTURE REPLACEMENT COST: Cost to replace at expected date (including compounded inflation).

CURRENT RESERVE FUND REQUIREMENT: Amount needed in a CRF now. What PRAs refer to as the FFB (Fully Funded Balance).

FUTURE RESERVE FUND ACCUMULATION: Amount of funds the Society should have for this item if it met the current CRF requirements, given the CRF account's interest rate.

FUTURE RESERVE FUND REQUIREMENT: What the Society's deficit or surplus will be when it is time to replace.

ANNUAL RESERVE FUND ASSESSMENT: This is derived from the standard "Future Value of an Annuity" formula. Essentially, this tells the Society how much it needs to contribute each year to make sure this item is fully funded (i.e. no special levies, assessments or loans).

RESERVE FUND ASSESSMENT ALLOCATION: Allocated percentage

54

Underground Water Supply and Drainage

Site Services

Location:	Underground
Year Installed:	1912
Typical Service Life (yrs):	40
Effective Age (yrs):	38
Remaining Service Life (yrs):	2
Planned Renewal Date:	2022



Description: This component includes building perimeter drainage, incoming water supply piping, and storm/sewage piping located below grade. It was noted that the underground water drainage issues were noted in the basement due to sewage back up, ground water backups, and a broken below grade pipe.

Condition: Majority of the underground piping could not be visually reviewed as they are hidden underground. Where visible, it appears that the pipe is made of cast iron and the newly installed drainage pipe is ABS. Given the age of the pipes, the majority of the underground drainage system has exceeded its typical life expectancy and plans for full scale replacement should be performed.

Short Term Action Required: JRS recommends replacing the remainder of the underground storm water and sewage drainage system to mitigate damage to the property.

Comments: Reserve costs for this item include an allowance for renewals to a percentage of the underground piping throughout the property. We have also included an allowances every 5 years for flushing of the drainage piping.

55

Outdoor Lighting and Electrical

Site Services

Location:	Exterior
Year Installed:	1985
Typical Service Life (yrs):	40
Effective Age (yrs):	30
Remaining Service Life (yrs):	10
Planned Renewal Date:	2030



Description: This component includes the exterior walkway lighting, as well as roof deck and wall lighting.

Condition: The outdoor lighting appears to be in an acceptable condition. The functionality of the lighting was not reviewed comprehensively with a visual site visit. Where review, no signs of water ingress issues were visible into the light fixtures.

Comments: The exterior lights should be periodically inspected for signs of failed seals, damage, and failure. The Society may consider installing LED lamps to mitigate future maintenance and improve energy consumption.

46

Power Distribution

Electrical

Location:	Throughout
Year Installed:	1985
Typical Service Life (yrs):	40
Effective Age (yrs):	35
Remaining Service Life (yrs):	5
Planned Renewal Date:	2025



Description: This component includes percentage of interior wiring and lighting.

Condition: The power distribution appears to be functioning as designed. It was noted that one lighting at the west stairwell fire exit appears to be detached. No major signs of damage or issues were noted during the site visit.

Comments: The interior wiring often lasts beyond their expected service life with minimal maintenance, making it difficult to predict when the system might require renewal or what the risk of failure is. As such, reserve costs for the interior wiring are for renewals to a percentage of the interior wiring. It is expected to allocate an allowance for eventual light fixture renewal. A more detailed description of this item is noted in the Mechanical and Electrical Review by Besant and Associates Engineers Ltd.

47

Security Access, System and Cameras

Electrical

Location:	Exterior and Interior
Year Installed:	1985
Typical Service Life (yrs):	20
Effective Age (yrs):	17
Remaining Service Life (yrs):	3
Planned Renewal Date:	2023



Description: This component includes the security cameras located throughout the building, as well as the central monitoring and control station. It is unknown when the system was renewed.

Condition: The security system and cameras appear to be operating as designed with no reported issues.

Comments: Renewal/upgrades of the security access system and cameras varies greatly and can be performed at the discretion of the Society. Over time, replacement parts may be obsolete which may require a full-scale renewal. Any issues that develop should be repaired immediately to maintain building security. The cost for this reserve item is based on the currently installed components.

LEASE

THIS AGREEMENT is made as of the 1st day of February, 2003

BETWEEN:

CITY OF VANCOUVER, as represented by its
BOARD OF PARKS AND RECREATION
2099 Beach Avenue
Vancouver, British Columbia
V6G 1Z4

(the "Landlord")

AND:

BROCK HOUSE SOCIETY
(Incorporation number: 11242)
3875 Point Grey Road
Vancouver, British Columbia
V6R 1B3

(the "Tenant")

Premises: Brock House, 3875 Point Grey Road, Vancouver

Term: 10 years from February 1, 2003 to January 31, 2013

Rent: \$1.00 per annum

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WITNESSES THAT WHEREAS:

A. The Landlord is the owner of all and singular those lands situate in the City of Vancouver, in the Province of British Columbia, having a civic address of 3875 Point Grey Road, Vancouver, and legally described as:

Parcel Identifier Number: 016-622-430
Lot E
District Lot 448
Plan 22608
(the "Lands")

which Lands are part of an area which the City of Vancouver has designated as a permanent public park over which the Vancouver Board of Parks and Recreation has exclusive jurisdiction and control, and on which has been constructed a three-storey wood frame building with full basement and atrium known as "Brock House" (which building is shown hatched on the plan of leasehold premises attached as Schedule A and is referred to in this lease as the "Premises");

B. The Tenant has operated a seniors' activity centre at the Premises since on or about 1977;

C. The Tenant has requested and the Landlord has agreed to:

- (i) lease the Premises to the Tenant for a further term, as hereinafter provided; and
- (ii) grant a non-exclusive licence to the Tenant to use certain portions of the Lands adjacent to the Premises, being:
 - (a) two patios adjacent to the Premises and identified as "Brick Patio" and "Covered Brick Patio" on the plan attached as Schedule A (the "Patios");
 - (b) a refuse and recycling area for the Premises and identified as "Refuse and Recycling Area" on the plan attached as Schedule A (the "Refuse and Recycling Area");
 - (c) three parking areas for the Premises and identified as "Asphalt Parking" on the plan attached as Schedule A (the "Parking Areas"); and
 - (d) a woodworking shop and attached storage building and identified as "Woodworking Shop and Storage Building" on the plan attached as Schedule A (the "Woodworking Shop and Storage Building");

(collectively the "Licence Areas"); and

D. The Landlord's Board of Parks and Recreation, by resolution made at its meeting the 4th day of November, 2002, resolved to lease 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 I

Section 1.01 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 TEN (10) YEARS commencing on the 1st day of February, 2003, and expiring at 11:59 p.m. on the 31st day of January, 2013 (the "Term").

Section 1.02 Licence to Use Licence Areas

The Landlord hereby grants to the Tenant a licence to use the Licence Areas, provided that the Tenant has no interest in land in the Licence Areas, which licence will be concurrent with the term of this lease and any renewals of this lease, provided that all the terms and conditions of this lease will apply to the Licence Areas as if they were a part of the Premises.

Section 1.03 Rent

Yielding and paying therefor in advance annual rent of ONE DOLLAR (\$1.00) (the "Rent"). The Rent together with any additional rent payable by the Tenant is referred to as "rent" in this lease.

Section 1.04 Taxes if Landlord Not Exempt

The Tenant covenants and agrees with the Landlord that if during the Term the Premises or the portion of the Lands on which the Premises and Licence Areas are located (which are presently exempt from taxation by reason of the City of Vancouver ownership) are, by the provisions of the *Vancouver Charter*, S.B.C. 1953, Chapter 55, as amended from time to time, or any other municipal, parliamentary, legislative or regional enactment, taxable in whole or part despite the City's ownership, then the Tenant will in each and every year during the portion of the Term that same are taxable pay to the Landlord any such taxes payable by the Landlord.

Section 1.05 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this lease will 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 Vancouver Board of Parks and Recreation specified in section 14.01 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 will be payable and recoverable as rent, such that the Landlord will 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 1.06 Utilities

The Tenant will 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 1.07 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 as:

- (a) an activity centre for the use and benefit of seniors; and
- (b) a kitchen and dining area that is used to provide food services for lunch on weekdays for the benefit of seniors and a restaurant that is open to the public during the following times but no other times:
 - (i) evenings and weekends; and
 - (ii) those statutory holidays agreed to by the Landlord and the Tenant;(the "Permitted Use").

Without limiting the generality of the foregoing, the Tenant will 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 1.07 affects the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to section 9.01 of this lease.

Section 1.08 Administration of Premises

The Tenant agrees that the following will apply to the administration of the Premises:

- (a) the Tenant will promptly and faithfully observe and comply with all policies of the Landlord concerning facilities situate on land designated as public park under the *Vancouver Charter*, and the Tenant agrees that any breach of such policies may, at the Landlord's absolute discretion, be grounds for termination of this lease;
- (b) the Tenant will promptly and faithfully observe and comply with the *Liquor Control and Licensing Act* of British Columbia, and the Tenant agrees that any breach of such legislation may, at the Landlord's absolute discretion, be grounds for termination of this lease;
- (c) the Tenant will not request any change to any liquor licence for the restaurant at the Premises without the consent of the Landlord, such consent not to be unreasonably withheld;
- (d) unless otherwise agreed by the Landlord, the Tenant will provide food services for lunch on weekdays for the benefit of seniors;
- (e) the Tenant will faithfully observe and comply with the *Human Rights Code* of British Columbia in the administration of the Premises and otherwise;
- (f) the Tenant will, at its expense, submit to the Landlord within 90 days of the end of each fiscal year of the Tenant, an audited financial statement for such fiscal year, consisting of at least a Balance Sheet, Statement of Profit and Loss and Statement of Source and Application of Funds, which audited financial statement must be certified by an independent Certified General Accountant or a Chartered Accountant who is in good standing in the Province of British Columbia and is acceptable to the Landlord; and
- (g) the Tenant will deliver to the Landlord a true copy of each annual report of the Tenant as filed with the Registrar of Companies pursuant to the *Society Act* of British Columbia, promptly after such filing.

Section 1.09 Interest on Arrears

Whenever and so long as the Rent or any other amounts payable hereunder by the Tenant to the Landlord will be in arrears, such amounts will 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 will be fourteen percent (14%) per annum calculated monthly not in advance from the date due until paid. The Landlord will have all the remedies for the collection of such interest as in the case of rent in arrears, but this provision for interest will not prejudice or affect any other remedy of the Landlord under this lease. The Tenant will also pay the Landlord's standard charge levied on N.S.F. cheques.

Section 1.10 Goods and Services Tax

The Tenant will pay when due all goods and services 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.

ARTICLE II

Section 2.01 No Damage

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

Section 2.02 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 will be paid by the Tenant to the Landlord.

Section 2.03 Alterations

The Tenant will 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 will be conditions of this lease. All such works will be wholly at the Tenant's expense but will 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 9.01 of this lease.

The Tenant acknowledges that the Rent for the Premises has been set at a nominal amount in part to allow the Tenant to invest in a renovation program for the Premises, being the repairs and improvements more particularly described in Schedule B (the "Maintenance Project Schedule"). The Tenant will, during the Term, complete the Schedule B Work in

accordance with this lease and to the satisfaction of the Landlord, provided that the Schedule B Work must first be approved by the Landlord and will become and remain the property of the Landlord.

Section 2.04 Maintenance

The Tenant will maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times and in good order, repair and condition to the satisfaction of the Landlord.

The Tenant will submit to the Landlord on a bi-annual basis copies of reports to its board of directors from its standing committees of "Property Management" and "House" covering the condition of the Premises as of that date.

The Tenant, at its expense, will contract with an accredited building inspection service for completion on or before the commencement of the 3rd and 8th year of the Term of a building inspection to determine the condition of the Premises, including the structure, mechanical and electrical elements and finishes inside and outside, and will prepare and submit a full report of such inspection to the Landlord on or before the commencement of the 3rd and 8th year of the Term. The first building inspection report will be completed by February 1, 2006, and subsequent inspection will be completed by February 1, 2011 with subsequent inspections completed and submitted to the Landlord every 5 years thereafter during any extended term of this lease.

Section 2.05 Repairs

The Tenant will keep and maintain the Premises in good repair as would a reasonable and prudent owner of such premises, reasonable wear and tear excepted, and the Landlord will have access to the Premises for purpose of inspection during normal business hours and the Tenant will repair according to notice. Without limiting the generality of the foregoing, the Tenant will promptly replace at its own cost and expense all structural elements or defects in need of repair and 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 will 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 will be payable by the Tenant, and the Landlord and its employees, agents, contractors and subcontractors will 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.

Section 2.06 Liens and Encumbrance

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 therefor 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 therefor, and such costs as the court may direct. This section will 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.

Section 2.07 Signage

The Tenant will not erect on the outside of the Building (or any part of the interior of the Premises which is visible from the outside) any sign, picture, device, photograph, marking, pole, tower or other structure without first having obtained the consent in writing of the Landlord, which consent may be unreasonably withheld.

ARTICLE III

Section 3.01 Limitation of Liability

The Landlord and its officers, employees and agents will 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 3.02 Exclusion of Liability

The Landlord and its officers, employees and agents will 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 3.03 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 will 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 IV

Section 4.01 Definitions

For the purposes of this Article IV:

- (a) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled or regulated under Environmental Laws; and
- (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any governmental authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

Section 4.02 Tenant's Covenants and Indemnity

The Tenant covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Premises for the sale, storage, manufacture, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Landlord, which may be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;
- (c) to promptly provide the Landlord a copy of any environmental site assessment, audit or report relating to the Premises conducted by or for the Tenant at any time and at the Landlord's request from time to time to obtain from an independent environmental consultant approved by the Landlord an environmental site assessment of the Premises or an environmental audit of the operations at the Premises, including any additional investigations as the environmental consultant may recommend;
- (d) to maintain all environmental site assessments, audits, and reports relating to the Premises in strict confidence except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, which consent may be unreasonably withheld;
- (e) to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property which could contaminate the Premises or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any governmental authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate any contamination of the Premises or any adjacent property resulting from Contaminants, in either case brought onto, used at or released from the Premises by the Tenant or any person for whom it is in law responsible. The Tenant will perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants will remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and

- (g) to indemnify the Landlord and its officials, employees, agents, successors and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
- (h) any breach of or non-compliance with the provisions of this Section 4.02 by the Tenant; or
- (i) any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Tenant or any person for whom it is in law responsible.

The obligations of the Tenant under this Section 4.02 will survive the expiry or earlier termination of this Lease.

Section 4.03 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 Contaminants on or of the Premises ; or
- (e) the need to take any remedial action in relation to any Contaminants on or of the Premises.

Section 4.04 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 Contaminants on or of the Premises; and
- (d) the need to take any remedial action in relation to any Contaminants 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, and the Licence Areas are being licenced to the Tenant, on an "as is" basis.

ARTICLE V

Section 5.01 Tenant's Insurance

The Tenant will, 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 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 will:
 - (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 will 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 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, 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 will be added as named insured and loss payee for its interest.

Section 5.02 General Requirements of Insurance

The following will apply to all insurance policies:

- (a) the policies will 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 will provide the Landlord with 30 days prior written notice of material change or cancellation. Notice will 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 will 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 will 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 will be excess of this insurance and will not contribute with it; and
- (d) subject to the provisions of this Article V, the Tenant will 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 5.03 Evidence of Insurance

Prior to the commencement of the Term, and from time to time during the Term within 10 days after demand by the Landlord, the Tenant will deliver to the Landlord, for each insurance policy the Tenant must obtain under this Lease, a certificate of insurance, satisfactory to the Landlord, and a certified copy of the policy. If the Tenant fails to deliver to the Landlord any such certificate or policy of insurance within the stipulated time, the Landlord may obtain such insurance, and the Tenant will pay to the Landlord the cost of the premiums on demand by the Landlord from time to time.

ARTICLE VI

Section 6.01 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 6.02 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.

ARTICLE VII

Section 7.01 Assignment

The Tenant will not assign its leasehold interest in the Premises save and except upon the written consent of the Landlord, which consent the Landlord may arbitrarily withhold.

Section 7.02 Subleasing

The Tenant will 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 arbitrarily withhold.

Section 7.03 Assignment of Sublease Rent

Notwithstanding section 7.02 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 will 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 will 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 sublessee, 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 will pro tanto discharge the sublessee's, licensee's or other third party's obligations to the Tenant and the Landlord will 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 sublessee, 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 will 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 will be subject to the provisions of this paragraph.

Section 7.04 Mortgage of Lease

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

ARTICLE VIII

Section 8.01 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 will 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 will be appointed or applied for by the Tenant or by one or more of the Tenant's creditors, then the Landlord will be so notified and the then current rent plus an additional three (3) months current rent will 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* of British Columbia, to lawfully deal with the Tenant's estate then at the option of the Landlord the Term will 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 IX

Section 9.01 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 will perform and observe same at his own expense in the place and stead of the Landlord.

Section 9.02 Performance of Obligations

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

Section 9.03 No Registration of Lease

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

ARTICLE X

Section 10.01 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 will be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forceable 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 will 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 will not be construed so as to delay or supersede any specific remedy to which the Landlord may have recourse in this lease.

Section 10.02 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 10.03 Right to Re-let

If the Landlord becomes entitled to re-enter the Premises the Landlord will 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 will 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 10.04 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 will 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 10.05 Remedies Generally

Mention in this lease of any particular right or remedy of the Landlord in respect of the default by the Tenant will 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 will 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 will be restricted to that remedy) will be for such damages as the Tenant will 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 will 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 will bar the Landlord from bringing any subsequent action or proceeding from time to time. If the Tenant will 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 10.06 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 will 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" will include, without limitation, any arbitration, administrative, governmental, quasi-governmental or any other mediation proceeding and the term "costs" will 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 will 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 10.06) 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 10.06 will survive the expiration or earlier termination of this lease.

Section 10.07 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 will 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 10.07, will be paid by the Tenant to the Landlord as additional rent upon demand. The Landlord will 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.

ARTICLE XI

Section 11.01 Vacant Possession

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

Section 11.02 Trade Fixtures

- (a) If the Tenant is not in default hereunder at the expiration of the Term, the Tenant will have the right to remove its trade fixtures from the Premises but will 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 11.02(a), all such trade fixtures will become the property of the Landlord except to the extent that the Landlord requires removal thereof pursuant to section 11.02(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) will, except to the extent the Landlord requires the removal thereof pursuant to section 11.02(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 will forthwith remove all or part of the same and will 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 11.02(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 will forthwith be paid by the Tenant to the Landlord.

Section 11.03 Overholding

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

ARTICLE XII

Section 12.01 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 12.02 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 12.03 "For Lease" 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" 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.

Section 12.04 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 XIII

Section 13.01 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 13.02 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 13.03 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 XIV

Section 14.01 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:

Brock House Society
3875 Point Grey Road
Vancouver, British Columbia
V6R 1B3
Attention: President

and

- (b) to the Landlord:

Vancouver Board of Parks and Recreation
2099 Beach Avenue
Vancouver, British Columbia
V6G 1Z4
Attention: General Manager
(Fax number: 604-257-8427)

with a copy to:

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

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 will only be effective if actually delivered.

Section 14.02 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 will be well and truly performed on the part of the Landlord when performed by the Director, Queen Elizabeth District of the Vancouver Board of Parks and Recreation or her nominee.

Section 14.03 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 will 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 14.04 Time is of the Essence

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

Section 14.05 Captions and Headings

The captions and headings throughout this lease are for convenience and reference only and the words and phrases contained therein will 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 14.06 Interpretation

Words herein importing the singular number or the masculine gender only will 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 will 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. Any reference to a statute is to the statute and its regulations in force on the date the Tenant signs this lease and to subsequent amendments to or replacements of the statute or regulations.

Section 14.07 Joint and Several

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

Section 14.08 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 14.08, 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 14.09 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 will be considered separate and severable from this lease and the remaining provisions of this lease will 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.

Section 14.14 Permanent Public Park

Notwithstanding anything contained in this lease, if the Building, which is part of a permanent public park within the meaning of Section 490 of the *Vancouver Charter*, ceases to be part of such permanent public park, then this lease will be terminable at the option of the


Landlord but all obligations of the Tenant up to the date of any such termination will survive such termination.

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

CITY OF VANCOUVER
as represented by its Board
of Parks and Recreation

Per: *A. Munsell*
Authorized Signatory

BROCK HOUSE SOCIETY

Per: 
Authorized Signatory PETER W. BROWN
PRESIDENT

Per: Anne P. Cumpston
Authorized Signatory ANNE P. Cumpston
1st VICE PRESIDENT

Approved by the Landlord's Board of Parks and Recreation on November 4, 2002.

This is the signatory page of a Lease between the City of Vancouver as represented by its Board of Parks and Recreation as Landlord and Brock House Society as Tenant concerning 3875 Point Grey Road, Vancouver, B.C. (the Premises).

SCHEDULE B

**BROCK HOUSE SOCIETY
MAINTENANCE PROJECT SCHEDULE**

**REPORT ON PROJECTS
RE: MERIDIAN REPORT
OCTOBER, 2002**

PROJECT 1

Location: EXTERIOR S/ E
Target Item: Sloped roof gable end - wood fascia board trim - affected surfaces
Conditions: Deterioration history - paint-peel and exposing wood surface

Recommendation:

Recommendation here is to address the deterioration level of the exposed affected wood surfaces by reviewing for improvements and restoration of it.

Action:

- ♦ Peter Bartlett will call B.C. Hydro
- ♦ Cables should be underground
- ♦ Check to see where the pole is that the wires come from on the street
- ♦ When the cables have been moved, the
- ♦ Cost estimated to be approximately \$8,000.

PROJECT TO BE COMPLETED IN 2005



PROJECT 2

Location: EXTERIOR

Target Item: Window wood frame and sill plate

Conditions: Deterioration history - paint-peeling and exposing of wood surfaces

Recommendation:

Recommendation is to address the deterioration level of the affected exposed wood surfaces by reviewing for improvements and then the restoration of it.

Action:

Don Martin to estimate.

Sand/paint.

Check for wood rot.

PROJECT COMPLETED

COST: \$8,500



PROJECT 3

Location: EXTERIOR south

Target Item: Front egress way Bonded-Brick surfaces – pedestrian ramp walkway

Conditions: Deterioration history – Mortar-joint sections

Recommendation:

Recommendation here is to address the deterioration level of the exposed and affected weatherworn mortar-joints of the bonded-brick finished surfaces by reviewing for improvements and then restoration of same.

Action:

Quotation requested from Mason to point areas of deterioration.

Quotations to come from:

1. Dunbar Masonry 266-3002
2. Anthony's Masonry 298-9394
3. Cabana Masonry 671-4953

PROJECT COMPLETED

COST: \$500



PROJECT 4

Location: EXTERIOR south

Target Item: Front egress RAMP WELL – pedestrian ramp walkway

Conditions: DRAINAGE – performance of the existing ramp-well floor/ wall-void

Recommendation:

Recommendation is to address the existing DRAIN-VOID found at the floor level of the ramp-well cavity by reviewing it for its connection, discharge performance and periodic-maintenance.

Action:

Drain should be checked and cleaned.

Blue Mountain Services Ltd. came to do a scope/camera check.

Advised the three lines in front of building plugged and need auger and flush down to storm line. In house maintenance cleaned out top of gutter and refitted pipes where they had become disconnected.

Cost:

\$226 for camera

For Repair work to drainage and foundation/wall

Quotes from:

- | | |
|---------------------------------------|----------------|
| 1. Blue Mountain | \$4,100 |
| 2. Cambie Roofing & Drains | \$4,650 |
| 3. Kerrisdale Roofing & Drains | \$4,280 |
| 4. Milani | |
| 5. Taproots | |
| 6. Low Plumbing and Heating | |

PROJECT COMPLETED

COST: \$4,650



PROJECT 5

Location: EXTERIOR – roof levels
Target Item: Roof – metal Air Vent Fixtures
Conditions: Surface-Rust Deterioration

Recommendation:

Recommendation is to address the metal air vent surface rust-deterioration and to restore same.

Action:

Check this to see if roofers corrected.

PROJECT COMPLETED IN HOUSE



PROJECT 6

Location: EXTERIOR – wall detail

Target Item: Wall - horizontal wood ledge-banding detail

Conditions: Deterioration History – paint peel of wood - exposed raw-wood surfaces

Recommendation:

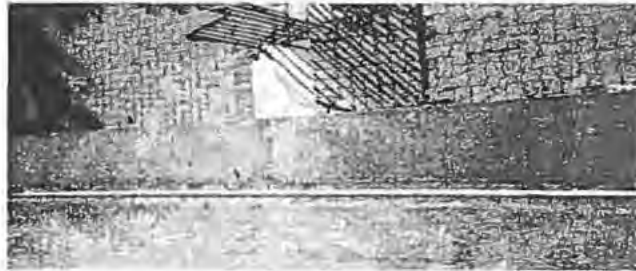
Recommendation is to address and review for improvement and restoration of all horizontal wood ledge-detail-banding having worn-surfaces from a history of weathering from rainwater-traffic.

Action:

Don Martin to check and quote to repair, paint.

PROJECT COMPLETED

COST: \$5,000



PROJECT 7

Location: EXTERIOR – wall detail

Target Item: WINDOW

(a) Wood Sill Plates

(b) Wood Trim/Vertical Mitre-Joint detail

Conditions: Deterioration History – isolated mitre-joint separation / paint-peel – exposure of raw wood.

Recommendation:

(a) Recommendation is to address and review for improvement and restoration of any window wood trim mitre-joint sections exhibiting JOINT-SEPARATION - potentially allowing rainwater to penetrate into window-wall cavities.

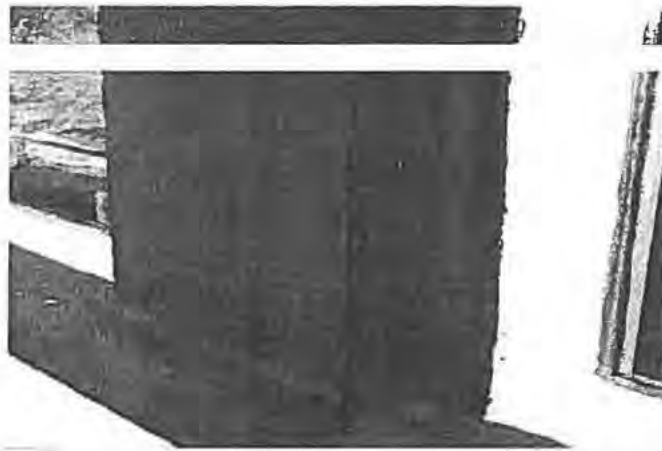
(b) Recommendation here is to address and review for improvement and restoration of all horizontal wood windowsill plates having worn-surfaces / exposed raw wood - from a history of weathering from rainwater-traffic.

Action:

Don Martin to Quote

PROJECT COMPLETED

COST: \$5,000



PROJECT 8

Location: EXTERIOR – SOLARIUM west elevation - EGRESS WAY LANDING AREA.
Target Item: (a) WEST Landing Area - Bonded Brick MORTAR-JOINTS and its SURFACE-DRAINAGE ENVELOPE.
(b) West Egress Landing - Rainwater DOWNSPOUT CONNECTION.
Conditions: (a) Deterioration History of Bonded Brick MORTAR-JOINTS.
(b) CONNECTION of Rainwater DOWNSPOUT at grade level.

Recommendation:

(a) Recommendation is to address and review for improvement and restoration of any rainwater-weathered Bonded Brick MORTAR-JOINTS at the Egress Landing areas.

(b) Our action- recommendation here is to address and review for improvement of the RAINWATER DOWNSPOUT at its grade level point of connection to the below-grade DRAIN TILE-RISER - serving up to that Downspout.

Action:

For Brick Mortar Joints quotations to come from:

1. Dunbar Masonry 266-3002
2. Anthony's Masonry 298-9394
3. Cabana Masonry 671-4953

Action:

Rainwater downspout has been corrected

PROJECT COMPLETED

COST: \$500



PROJECT 9

Location: EXTERIOR – SOLARIUM at its N/W area.

Target Item: (a) Terraced Solarium Dining Room – TOP N/W outside-corner - Metal f
Frame-Joint work
(b) Solarium Vertical Glazing: Panel at its BOTTOM LINE isolated
METAL-FRAME

Conditions: (a) Metal Joint corner – Is it WEATHER-SEALED?
(b) Glazing and Metal Framework – visible bottom connection line is
SEPARATED.

Recommendation:

(a) Recommendation is to address and review for improvement and restoration of the top section outside corner metal-frame JOINERY for weatherproofing of it.

(b) Recommendation is to address and review for improvement and restoration of the bottom line separation at its connection of GLAZING PANEL to its METAL FRAME - and for weatherproofing of same.

Action:

Find an expert/contractor with SOLARIUM experience.

ONGOING



PROJECT 10

Location: EXTERIOR – N/W OPEN BALCONY (ABOVE the SOLARIUM)

Target Item: (a) Downspout Rainwater Discharge to Balcony floor.
(b) Balcony Floor Membrane Surface and its corner floor-wall drain-scupper void area.

Conditions:

(a) Suspect: Downspout Rainwater-discharge traffic potentially affecting Balcony at inside corner.

(b) Suspect: Balcony Floor Membrane Surface integrity and performance of its drainage floor-envelope.

Recommendation:

(a) Recommendation is to address and review the integrity of the Balcony inside CORNER WALL and FLOOR location where the captured DOWNSPOUT rainwater is discharging. Suspect here is potential water intrusion.

(b) Recommendation is to address and review the overall Balcony FLOOR-MEMBRANE cover system INTEGRITY and ALSO its surface drainage envelope and its corner floor-wall VOID to the DRAIN-Scupper point.

Action:

Don Martin work in Progress

Estimated at \$3,860

PROJECT COMPLETED

\$3,860



PROJECT 11

Location: EXTERIOR – N/E OPEN PATIO DECK w/roof shelter (ABOVE the SERVICE AREA #007 and CORRIDORS)

Target Item: PATIO DECK: Brick Paver finished Surface - captured rainwater drainage envelope system.

Conditions: Questionable performance of FLOOR DRAINAGE ENVELOPE regarding captured rainwater from BENEATH the Patio floor brick-pavers.

[Note: photo of one (1) brick-paver removed to expose the membrane system AND two (2) Photos showing moss-growth and brick-paver surface EFFLORESCENCE ('white-residue-stains') at brick-paver joints sections)

Recommendation:

Recommendation is to address and review the drainage envelope configuration and its discharge performance of captured rainwater FLOWING BENEATH the Patio Floor brick paver system.

Action:

Quotes to be obtained from roofing contractors

PROJECT COMPLETED

COST: \$1,000

Note: This was completed by Don Martin. North Wall and Exit Door on patio was found to be rotten and sill was worn away with rot. Rebuilt door, frame and under bricks.



PROJECT 12

Location: EXTERIOR – N/E GRADE LEVEL- SOLARIUM WINDOW BOX over Basement Room #002

Target Item: SOLARIUM WINDOW BOX

Conditions: GLAZING-METAL FRAMEWORK; exterior stucco-finish STAINS and TRAPPED-MOISTURE in GLAZING.

Recommendation:

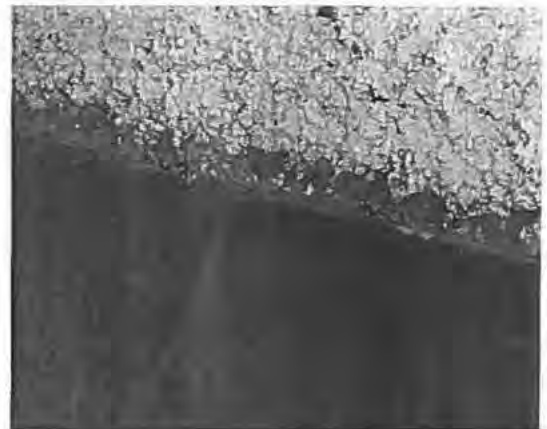
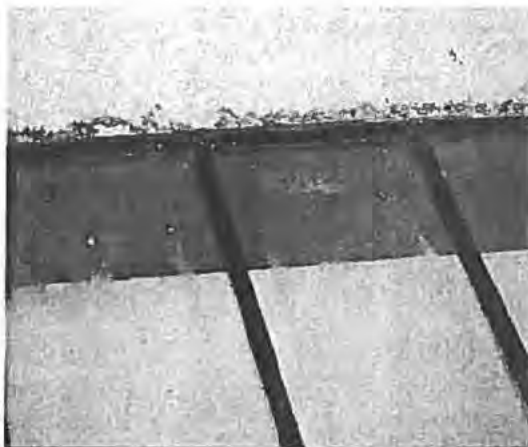
Recommendation is to address, review and improve the historical -conditions of:

- (a) Visible TRAPPED-MOISTURE exhibited BETWEEN the WINDOW GLAZING-panels Metal Framework
- (b) The INTEGRITY of the Metal-Flashing Detailing to the Solarium Box connection-line to the exterior building wall. Note: historical water-staining along bottom-edge wall stucco-finish suggesting moisture accumulations.

Action:

Find an expert/contractor with SOLARIUM experience.

PROJECT TO BE COMPLETED IN 2005



PROJECT 13

Location: EXTERIOR – SOUTHEAST GRADE LEVEL- Window-well cavity at Basement Room #003

Target Item: Window-well cavity—covered over with secured steel mesh panel.

Conditions: Questionable captured water drainage performance within the basement window-well cavity.

Recommendation:

Recommendation is to address, confirm and improve as necessary, water-drainage from this cavity.

Action:

Drainage checked and cleaned in-house.

PROJECT COMPLETED IN HOUSE



PROJECT 14

Location: INTERIOR: 3rd Floor

Target Item: S/W roof cavity Storage space – Office area

Conditions:

- (a) Visible Electrical Distribution wire-cable on vertical stud wall shows to be poorly supported on wall.
- (b) Visible insulation material to vertical wood stud frame wall shows to be deteriorated and/or fallen.

Recommendation:

Recommendation is to address, improve/restore these items (a) & (b) accordingly.

Action:

- (a) Active Electric to quote
- (b) Work to be done in-house

PROJECT COMPLETED

COST: \$500



PROJECT 15

Location: INTERIOR: (DWG. F-4) 3rd Floor

Target Item: Hydronic Heating Radiator Metal-Fin Baseboard style-Fixtures – Office areas

Conditions:

- (a) Visible isolated surface Rust-deterioration to some pipe/valve sections of these heating-radiator fixtures.
- (b) Base Board style Radiator Fixture METAL-COVERS show to be poorly connected / loose-fitting.

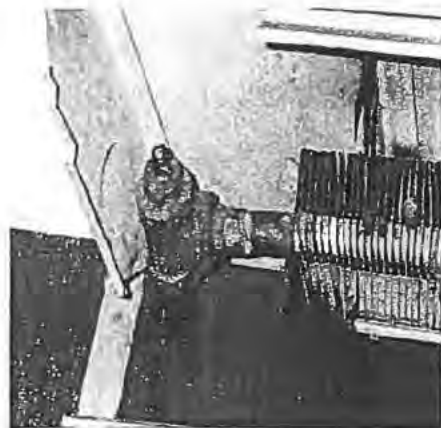
Recommendation:

Recommendation is to address, improve/restore these items (a) & (b) accordingly

Action:

- (a) Rust work to be done in-house
- (c) Baseboard fixtures are continually fixed by Honeywell, but unless we pay for new radiators through office, they continue to come loose.

PROJECT COMPLETED IN HOUSE



PROJECT 16

Location: INTERIOR: any Floors

Target Item: Painted Over Fire Sprinkler Pipe-Joints – ISOLATED LOCATIONS

Conditions: Visible – stains noted from some isolated Fire Sprinkler pipe-joints

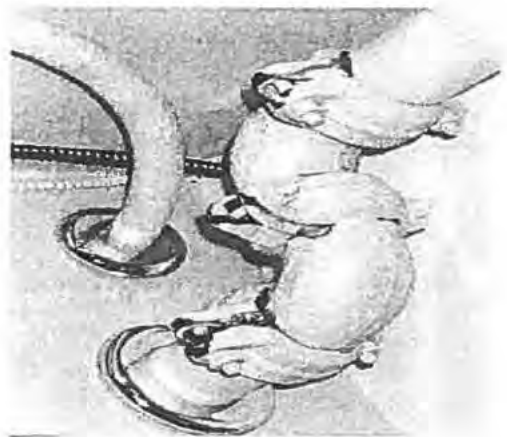
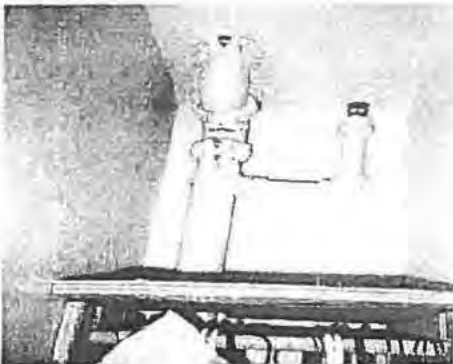
Recommendation:

Recommendation is to address, evaluate and restore accordingly this noted isolated item-condition

Action:

This work is being done in-house.

PROJECT COMPLETED IN HOUSE



PROJECT 17

Location: INTERIOR: Basement, Main and 2nd Floor levels

Target Item: FIREPLACES Wood Burning and Natural-Gas Fired artificial log & Tray insert units

Conditions: Interior surfaces of fireplace hearth and throat showing historical CREOSOTE accumulations. LOOSE wire-switch configurations to Gas-Fired units + some NON-FUNCTIONING Gas-Fired Units.

Recommendation:

Recommendation is to address, evaluate and fully-service/ restore noted FIREPLACE item-conditions accordingly FOR PURPOSES OF SAFETY-REASONS

Action:

Loose wire switches fixed

Cleaning out fireplaces to be quoted and/or sealing off to be quoted.

PROJECT COMPLETED

COST: \$2,000

Two new gas fireplaces

All open fireplaces closed



PROJECT 18

Location: INTERIOR: Stairwell areas

Target Item: Electrical Distribution noted items (a) and (b).

Conditions:

(a) open junction box

(b) loose-supported wire-cable across stair well opening.

Recommendation:

Recommendation is to address, improve restore noted item-conditions accordingly FOR

SAFETY-REASONS

Action:

Active Electric to quote on repairs.

PROJECT COMPLETED

COST: \$250



PROJECT 19

Location: INTERIOR: all floor levels

Target Item: Electrical Distribution Service Panels noted items

Conditions:

Majority of Electrical Service Panels are circa 1970's, Newer Service Panels are approximately 7-years old. Electrical Service Panels were found to lack proper CIRCUIT-DIRECTORY LABELLING.

Recommendation:

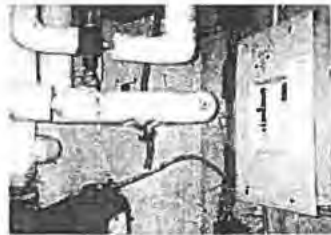
Recommendation is to address, review integrity and improve Circuit Directory Labels of ALL Electrical Service Distribution Panels accordingly FOR SAFETY-REASONS

Action:

Active Electric will check all Service panels and redo circuit directory labels.

PROJECT COMPLETED

COST: \$200



PROJECT 20

Location: INTERIOR: Restaurant SOLARIUM GLAZING – METAL FRAME SYSTEM

Target Item: GLAZING – METAL FRAME SYSTEM

Conditions: Isolated Glazing Panels with a history of TRAPPED-MOISTURE and FRACTURES.

Recommendation:

Recommendation is to address and review integrity of ALL GLAZING PANELS and ASSOCIATED SUPPORTING METAL FRAMEWORK SYSTEM

Action:

Thermedics have removed and disposed of two panels.

Quote received for two more panes \$562

PROJECT COMPLETED

COST: \$600



PROJECT 21

Location: INTERIOR: Restaurant SOLARIUM SYSTEM and (exterior UPPER BALCONYS

Target Item: SOLARIUM: WAIT-STATION AREA

Conditions: SUSPECT: Source of Water Leak history and Visible Interior Ceiling Stains at SOLARIUM: WAIT-STATION.

Recommendation:

Recommendation is to source, confirm and improve/ restore integrity of the source(s) items, areas causing water-intrusions:

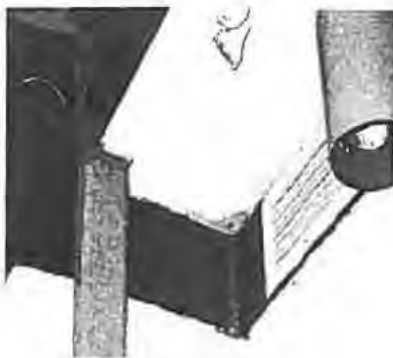
SUSPECT POINTS of potential water source:

- (a) Upper Open Balcony Floor membrane area and its associated scupper floor/wall-Drainage
- (b) Balcony-mounted Air-Handling Equipment Cabinet Ductwork connection through Balcony Floor
- (c) Solarium Glazed-Metal Framework CONNECTION to BUILDING Exterior Wall

Action:

This leak is suspected to be from the N/W balcony where work is in progress.

PROJECT IN PROGRESS



PROJECT 22

Location: INTERIOR: Basement – MAIN MECHANICAL ROOM

Target Item: HYDRONIC HEATING BOILER SYSTEM, AND DOMESTIC WATER HEATING

Conditions: LACK of MAINTENANCE to ALL Equipment, Appliances, pipe work, pumps and control systems.

Recommendation:

Recommendation here is for a FULL REVIEW of ENTIRE MECHANICAL ROOM for existing conditions.

Action:

Work in progress to wire brush all pipes and paint with rustproof paint.
Two additional lights in boiler room to provide better lighting.

PROJECT COMPLETED IN HOUSE



LEASE RENEWAL AND MODIFICATION AGREEMENT

This Agreement made effective as of August 1, 2013 (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER, as represented by its
BOARD OF PARKS AND RECREATION
2099 Beach Avenue
Vancouver, British Columbia, V6G 1Z4

(the "Landlord")

AND:

BROCK HOUSE SOCIETY (Incorporation No. S-00111242)
3875 Point Grey Road
Vancouver, British Columbia, V6R 1B3

(the "Tenant")

BACKGROUND:

- A. The Landlord is the owner of all and singular those lands situate in the City of Vancouver, in the Province of British Columbia, having a civic address of 3875 Point Grey Road, Vancouver, and legally described as:

Parcel Identifier: 016-622-430
Legal Description: Lot E, District Lot 448, Plan 22608

(the "Lands")

which Lands are part of an area which the City of Vancouver has designated as a permanent public park over which the Vancouver Board of Parks and Recreation has exclusive jurisdiction and control, and on which has been constructed a three-storey wood frame building with full basement and atrium known as "Brock House" (referred to in the Lease and this Renewal Agreement as the "Premises").

- B. The Tenant has operated a seniors' activity centre at the Premises since on or about 1977;
- C. By a lease dated January 1, 2003 (the "Lease"), the Landlord did, inter alia, lease to the Tenant the Premises for a term of ten (10) years commencing on February 1, 2003 and expiring at 11:59pm on January 31, 2013.
- D. By way of a Renewal Agreement dated February 1, 2013, the parties renewed the Lease for a further term of six (6) months commencing February 1, 2013 and expiring at 11:59pm on July 31, 2013.
- E. By this Renewal Agreement, the Parties wish to further renew the Lease for a further term of ten (10) years commencing on the Effective Date and expiring at 11:59pm on July 31, 2023, as approved by the Landlord's Board at a meeting held on April 22, 2013.

- F. All defined terms in this Renewal Agreement have the meanings ascribed to them in the Lease unless the context otherwise requires or unless otherwise stated in this Renewal Agreement.

THE LANDLORD AND THE TENANT hereby agree to as follows:

1. Section 1.01 of the Lease is deleted in its entirety and the following substituted therefor:

"Section 1.01 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 ten (10) years commencing on the 1st day of August, 2013 and expiring at 11:59pm on the 31st day of July, 2023 (the "Term").

2. Section 1.03 of the Lease shall remain the same and shall read as follows:

"Section 1.03 Rent

Yielding and paying therefor in advance annual rent of ONE DOLLAR (\$1.00) (the "Rent"). The Rent together with any additional rent payable by the Tenant is referred to as "rent" in this lease."

3. The first sentence of Section 5.01(a) is deleted in its entirety and the following substituted therefor:

"(a) comprehensive general liability insurance with limits of \$5,000,000 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 will:"

4. In Section 5.01(a)(vi), the words "Director of Risk and Emergency Management" are deleted and replaced with "Director of Risk Management".
5. In Section 5.02(a), the words "30 days prior written notice of material change or cancellation" are deleted and replaced with "60 days notice of cancellation or material change resulting in a reduction of coverage, except for cancellation for non-payment of premium, in which case the applicable statutory conditions will apply".
6. In Section 5.02(a), the words "City of Vancouver, c/o Risk and Emergency Management Division, Attention: Insurance Administrator" are deleted and replaced with "Vancouver Board of Parks and Recreation".

7. **Ratification of Lease as Modified**

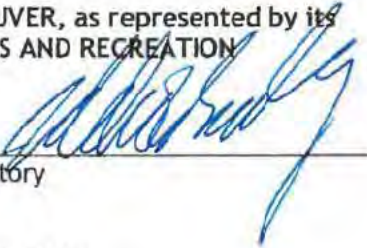
The Landlord and the Tenant agree that the Lease as modified by this Renewal Agreement is now confirmed and ratified and will continue to remain in full force and effect on the same terms and conditions as set out in the Lease, except as modified by this Renewal Agreement.

8. Enurement

This Renewal Agreement will enure to the benefit of and be binding upon the successors and assigns of the Landlord and the Tenant.


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

CITY OF VANCOUVER, as represented by its
BOARD OF PARKS AND RECREATION



Authorized Signatory

Print Name and Title

BROCK HOUSE SOCIETY


Authorized Signatory

CHRISTINE SAMSON PRESIDENT
Print Name and Title


Authorized Signatory

MARGARETTA SHIRKOFF
Print Name and Title
SECRETARY