

File No.: 04-1000-20-2023-142

June 14, 2023

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 March 13, 2023 under the *Freedom of Information and Protection of Privacy Act* for:

**Record of the terms of lease agreement signed between the Vancouver Park Board and Stanley Park Brewing, which took over the space previously operated by The Fish House. Date range: January 1, 2017 to December 31, 2018.**

All responsive records are attached.

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](mailto: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 (#04-1000-20-2023-142); 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](mailto:cobi.falconer@vancouver.ca)  
453 W. 12th Avenue Vancouver BC V5Y 1V4

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

Encl. (Response Package)

:dl

## LICENCE AGREEMENT

8901 STANLEY PARK DRIVE

THIS LICENCE AGREEMENT (this "Agreement") is dated for reference December 1, 2017

**BETWEEN:**

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

(the "Park Board")

**AND:**

**RTD CANADA INC. dba STANLEY PARK BREWING CO.**  
465 Fraser View Place  
Delta, British Columbia  
V3M 6H4

(the "Licensee")

**LICENCE AREA:**

The building situate at 8901 Stanley Park Drive and formerly known as "The Fish House in Stanley Park" (the "Building") and that portion of the surrounding lands shown outlined in blue and labelled "proposed staging and storage area" on the plan attached hereto as Schedule "A" (together, the "Licensed Area")

**TERM:**

From and including January 2, 2018 (the "Commencement Date") until the effective date of the Sublease PROVIDED THAT if a Sublease is not entered into by March 30, 2018 (the "Sublease Target Date") then this Licence Agreement shall automatically terminate at 11:59pm on such date (the "Term"), subject to earlier termination and Sublease Target Date extension as provided herein. The Sublease Target Date may be extended for 30-day periods by mutual written agreement. The party requesting such extension ("Requesting Party") shall provide a written request to the other party ("Receiving Party") at least 15 days before the Sublease Target Date or any subsequently mutually agreed upon extended Sublease Target Date ("Extended Sublease Target Date"). The extension request is deemed to have been agreed to by the Receiving Party unless it provides its written objection to the Requesting Party at least 10 days before the Sublease Target Date or Extended Sublease Target Date, as applicable.

**LICENSE FEE:**

\$1.00

## WHEREAS:

- A. The City of Vancouver (the "City") leases Stanley Park from the Government of Canada pursuant to a long-term lease;
- B. Stanley Park has been designated as permanent public park pursuant to the *Vancouver Charter*, and as such, the Park Board has possession, jurisdiction and control over Stanley Park;
- C. The Licensee and the Park Board are currently negotiating a sublease of all or part of the Building (the "**Sublease**"), and the Licensee has asked the Park Board to grant it a temporary licence to access the Building prior to settling the Sublease for the purpose of carrying out demolition and construction work in the Licensed Area pursuant to DP-2016-00837, BP-2017-04384, BP-2017-05408, any other similar or related permits and permit applications that the Licensee has with the City relating to demolition or construction in the Licensed Area, and any remediation or clean-up work that does not otherwise require a permit from the City **provided** prior written consent for such work is received from the Park Board, all of which is work required before the Building can properly and efficiently be operated as a restaurant with accessory brewing and retail (collectively, the "**Purpose**").

NOW THEREFORE THIS AGREEMENT WITNESSES THAT that in consideration of the mutual covenants and agreements hereinafter reserved and contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the Park Board and the Licensee covenant and agree with each other as follows:

**1. GRANT OF LICENCE**

Subject always to the terms and conditions of this Agreement, the Park Board hereby grants to the Licensee an exclusive right and licence over the Licensed Area for the Term, subject to earlier termination as herein provided. For greater certainty, no Park Board, City, public or other access is to be provided to the Licensed Area during the Term, except by the Licensee or its general contractor, whichever is designated as "prime contractor" pursuant to Section 10(c) hereof, upon request, which access must be in compliance with all WorkSafeBC requirements.

**2. LICENCE FEE**

The Licensee shall pay a fee to the Park Board for the licence granted in Section 1 in the amount of One Dollar (\$1.00), payable on or before the start of the Term.

**3. RESTRICTIONS ON HOURS OF OPERATION**

The Licensee shall only exercise its rights under this Agreement on the days and times permitted by the applicable City of Vancouver by-laws.

**4. INSURANCE**

- (a) The Licensee will obtain and maintain during the Term the following insurance:
  - (i) Commercial General Liability (CGL) insurance with a limit of not less than five million dollars (\$5,000,000) per occurrence or such higher limit of coverage as

the City's Risk Management Department may require from time to time. The policy will:

- (A) insure against claims for loss, damage, injury or death to any person or persons and for damage to any public or private property, occurring within or about the Licensed Area arising by virtue of the Licensee's occupation and/or use of the Licensed Area and including the following extensions:
- i. products and completed operations;
  - ii. personal injury and advertising liability;
  - iii. blanket contractual liability;
  - iv. cross liability and severability of interest clause;
  - v. contingent employer's liability;
  - vi. sudden and accidental pollution liability;
  - vii. non-owned auto liability;
- and where such further risk exists, the following extensions of coverage will be included:
- viii. shoring, blasting, excavating, underpinning, demolition, removal, pile driving and grading, as applicable;
  - ix. hoist liability;
  - x. operation of attached machinery; and
- (B) name the City and the Park Board as additional insureds;
- (ii) Automobile Liability Insurance to be carried at all times for any and all licensed vehicles owned by or leased to the Licensee protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Licensee, its contractors and subcontractors, agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident;
  - (iii) Project Specific Course of Construction/Builder's Risk Insurance in the joint names of the Licensee, its contractors, the City and the Park Board for the demolition and construction work on the Licensed Area; and
  - (iv) Property Insurance covering all equipment owned or rented by the Licensee or its employees for the work contemplated to be done hereunder, for all risks of loss or damage with coverage sufficient to allow for immediate replacement, and the policy will contain a waiver of subrogation in favour of the City and the Park Board and their employees and agents,

and the Licensee will provide the Park Board with satisfactory proof of such coverage prior to commencement of the Term.

- (b) The Licensee will ensure that the insurance policies set out above:
- (i) are endorsed so as to provide for thirty (30) calendar days prior notice to the Park Board of cancellation or material change resulting in the reduction of insurance coverage. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions shall apply;
  - (ii) are issued by a company or companies authorized to issue insurance policies in British Columbia;
  - (iii) are primary insurance with respect to all claims arising out of the operation of the Licensee, such that any insurance or self-insurance maintained by the City or the Park Board shall be in excess of this insurance and shall not contribute to it; and
  - (iv) are issued on a policy form acceptable to the City's Chief Risk Officer and contain such other terms and conditions satisfactory to the City's Chief Risk Officer.
- (c) The Licensee shall ensure that its contractors obtain and maintain the insurance required under Sections 5(a)(i), 5(a)(ii) and 5(a)(iv) in accordance with Section 5(b) to the satisfaction of the City.

## 5. USE

The Licensee will only use the Licensed Area for the Purpose. At its own risk and cost, the Licensee may bring onto the Licensed Area any contractors, subcontractors, workers and professional advisors that may be required in order to carry out the Purpose.

## 6. REGULATIONS AND BY-LAWS

During the Term and with respect to its activities on the Licensed Area pursuant to this Agreement, the Licensee shall, at its own expense, comply with and abide by all laws, by-laws and lawful orders which touch and concern the Licensed Area.

## 7. NO ASSIGNMENT

The rights granted to the Licensee hereby are personal to the Licensee and the Licensee may not assign, license, part with, mortgage, encumber or otherwise transfer these rights without the prior written consent of the Park Board, which consent may be unreasonably or arbitrarily withheld.

## 8. HAZARDOUS MATERIALS SURVEY; LICENSED AREA "AS IS"

### (a) *Hazardous Material Survey*

The Park Board has provided the Licensee with a *Targeted Pre-Renovation Hazardous Materials Survey dated March 30, 2017* (a copy of which is attached hereto as Schedule "B") (the "**Building HazMat Survey**"), and will provide the Licensee with a copy of a hazardous materials survey for the public washrooms within the Building ("**Public Washrooms**") as soon as it is available, which is anticipated to be before the end of December 2017 (the "**Public Washrooms HazMat Survey**"). The Building HazMat Survey

and Public Washrooms Hazmat Survey (and any revisions or updates thereto) provided to the Licensee by the City are collectively referred to herein as the “HazMat Surveys”.

Abatement of hazardous materials present in the Licensed Area is required as set out as recommended actions in the Hazmat Surveys or as will be recommended by the Qualified Professional retained by the Licensee (or its subcontractor performing the construction and/or demolition works) as contemplated pursuant to Section 10(d) of this Agreement or as is required by the applicable regulations, and such abatement shall include all associated third party air monitoring (“Abatement Work”).

The Licensee and its general contractor, subcontractors, workers and professional advisors shall be entitled to rely upon (and will rely upon) the accuracy, completeness, sufficiency and applicability of the HazMat Surveys and shall not be required to conduct any independent investigations or validation of such HazMat Surveys.

(b) ***Licensed Area “As Is”***

Subject to Section 8(a), the Licensee acknowledges that, except for the City’s confirmation that the Permitted Use is a permitted use under the City of Vancouver *Zoning and Development By-Law*, neither the Park Board nor the City has made any representations or warranties as to the state of repair of the Building, the safety of the Licensed Area, the location of any utilities or City works thereon, the stability or state of the soil thereon, or the suitability of the Licensed Area for any business, activity or purpose whatsoever. Subject to Section 8(a), neither the City nor the Park Board shall be obliged to furnish any services or facilities or to make repairs or alterations in or to the Building for the Licensee’s use during the Term, and, except for the allocation of costs and liability arising from the presence of hazardous materials set out in Section 12, the Licensee agrees that the Licensed Area is being licensed to the Licensee on an “as is” basis.

For the purposes of this Section 8(b), “Permitted Use” means use of the Building for a restaurant with accessory brewing and retail, which includes a brewery portion, a food primary portion and a liquor primary portion, with the appropriate liquor licences and endorsements as determined in consultation with the BC Liquor Control and Licensing Branch; catering, sales of merchandise and retail beer; a takeout window; and a bike servicing station.

## 9. UTILITY SERVICES

The Licensee shall be required to pay the City for all gas, electricity, light, heat, power, water or other utilities and services (altogether “Utilities”) less the following portion of Utilities that the City shall be responsible for: (i) the portion of Utilities attributed to the following areas inside the Building: Public Washrooms and all rooms identified for tennis club use (altogether the “City Areas”), and (ii) 10% of the Utilities used in the Building by the Licensee during the Term, excluding the City Areas, to account for the Utilities used by the Licensee in carrying out the Base Building Improvements. The Utilities attributable to the City Areas are to be calculated based on the square footage of the City Areas relative to the rest of the Building. The City shall issue the invoice for Utilities owed by the Licensee no earlier than the end of the Term (or earlier termination if applicable), which the Licensee shall then pay within 30 days of such issuance.

**10. LICENSEE'S COVENANTS**

During the Term the Licensee shall:

- (a) not permit or suffer waste or injury to the Building, the Licensed Area or any surrounding lands and shall not use or occupy or permit to be used or occupied the Building or the Licensed Area or any part thereof for any unlawful purpose;
- (b) give the Park Board reasonable prior notice of its intention to exercise its rights under this Agreement;
- (c) be, or cause its general contractor to be, the "prime contractor" (as defined in the *Workers Compensation Act*) for WorkSafeBC purposes in respect of the work performed by or on behalf of the Licensee in the Licensed Area and accept all responsibilities of the prime contractor as outlined in the *Workers Compensation Act* (Part 3) and the *WorkSafeBC Occupational Health & Safety Regulation*;
- (d) as hazardous materials are present in the Licensed Area, retain the services of an environmental consultant and/or hazardous material abatement contractor from the approved lists provided by the City ("Qualified Professional") to perform all Abatement Work;
- (e) maintain the Licensed Area in a sanitary, neat, tidy and safe condition which is commensurate with the condition the Licensed Area was in at the commencement of the Term, and free from nuisance at all times;
- (f) not release, dump, spill or place, or allow to be released, dumped, spilled or released within the Licensed Area any waste or hazardous waste (as defined in the *Environmental Management Act* (British Columbia), as amended), or any toxic substance (as defined in the *Canadian Environmental Protection Act, 1999* (Canada), as amended) or any matter which the British Columbia Ministry of Environment considers a risk to the environment or to human health;
- (g) if the Licensee contravenes Section 10(f) above, clean up and remediate the Licensed Area and the surrounding lands, if affected, to the same condition existing prior to the Commencement Date, such remediation to be to the satisfaction of the Park Board, acting reasonably;
- (h) not, except as expressly provided herein, use, occupy or obstruct any part of the lands outside of the Licensed Area, including any sidewalk or pathway, without the prior written consent of the Park Board;
- (i) at (i) the end of the Term (or such other date as parties may agree, acting reasonably), if the Sublease is not entered into by the end of the Term, or (ii) earlier termination of this Agreement (or such other date as parties may agree, acting reasonably), the Licensee shall deliver up vacant possession of the Licensed Area in a condition satisfactory to the Parks General Manager (which for greater certainty, means in a sanitary, neat, tidy, and safe condition) but in no better or worse condition than the Licensed Area was in prior to the Commencement Date, acting reasonably;



- (j) not carry out any work in the Public Washrooms until it has received and reviewed a copy of the Public Washrooms HazMat Survey.

## 11. INDEMNITY

The Licensee shall release, indemnify and save harmless the Park Board, the City and their officials, officers, agents and employees from all costs, losses, damages, builder's liens, compensation and expenses of any nature whatsoever relating to or arising from the Licensee's occupation and/or use of the Licensed Area (including, without limitation, the costs of the Abatement Work) and from all actions, claims, demands, suits and judgments against the Park Board, the City or their officials, officers, agents and employees on account of injury or death occurring in or about the Licensed Area, damage to or loss of property occurring in or about the Licensed Area, builders liens arising from the work of the Licensee or relating to or arising from the Licensee's occupation and/or use of the Licensed Area (including claims under the Occupier's Liability Act). However, no provisions of this Agreement will require the Licensee to indemnify the City or the Park Board or their officials, officers, agents and employees against any actions, causes of actions, suits, claims or demands for damages:

- (a) arising out of the wilful or negligent acts of the Park Board, the City, their servants, agents, officers, officials, employees or contractors; or
- (b) occurring directly as a result of reliance by the Licensee on information contained in the HazMat Surveys.

## 12. COSTS

- (a) The responsibility for the costs of the Abatement Work shall be as follows:
  - (i) the Park Board shall be responsible for the costs of the Abatement Work resulting from the upgrades to the Public Washrooms (the "Public Washroom Upgrades"), such costs to be included in the Parks Board's overall budget for the Public Washroom Upgrades of \$200,000;
  - (ii) the Licensee shall be responsible for the costs of the Abatement Work in the rest of the Building EXCEPT for such costs which result from the Base Building Improvements (defined in Schedule "C" attached hereto). The costs of the Abatement Work resulting from the Base Building Improvements are to be included in the Park Board's overall budget for the Base Building Improvements, currently estimated to be \$245,000 (to be finally determined and confirmed in writing after the Licensee has completed its bid process); and
  - (iii) as the Licensee is carrying out the Public Washroom Upgrades and the Base Building Improvements on behalf of the Park Board, the Park Board shall reimburse the Licensee for the cost of the Public Washroom Upgrades and the Base Building Improvements by way of abatement of rent over the first four (4) years of the Sublease, up to an aggregate maximum amount of \$445,000, to be further set out in the Sublease.
- (b) If the Sublease is not entered into by the Sublease Target Date or Extended Sublease Target Date, as applicable, then:
  - (i) the Licensee shall promptly notify the Park Board of all amounts incurred to date by the Licensee in carrying out (a) the Public Washroom Upgrades and the Base

Building Improvements, including associated Abatement Work for both Public Washroom Upgrades and Base Building Improvements, and (b) the electrical upgrades to the Building (“**Electrical Upgrades**”) which will cost approximately \$36,000, plus any additional costs anticipated to be incurred in order to deliver up the Public Washrooms and portion of the Building affected by the Base Building Improvements and Electrical Upgrades to the Park Board in a condition acceptable to the Parks General Manager in accordance with Section 10(i) (collectively, the “**Park Board Costs**”), and provide details of same to the satisfaction of the Parks General Manager; and

- (ii) the Park Board shall pay the Park Board Costs to the Licensee within ten (10) business days of the Licensee delivering up vacant possession of the Licensed Area;
- (iii) except for the Park Board Costs which the Parks Board is responsible for, the Licensee shall be solely responsible for and shall not be entitled to any reimbursement for any and all costs that it has incurred in carrying out any work in the Licensed Area.

### 13. DEFAULT

If the Licensee breaches any provision of this Agreement and fails to remedy the same within five (5) business days of receipt of notice from the Park Board (or, in the case of emergencies, immediately), the Park Board may immediately terminate this Agreement.

### 14. EARLY TERMINATION BY LICENSEE

The Licensee may, at any time during the Term, terminate this Agreement and the licence granted hereby upon giving the Park Board five (5) days’ written notice. Upon notice of termination being given, this Agreement and the licence granted hereby shall terminate at the end of such five (5) day period.

### 15. EARLY TERMINATION BY PARK BOARD

The Park Board will have the right to immediately, and without notice or demand, terminate this Agreement and the licence granted hereby if the Licensee makes a general assignment for the benefit of creditors, or if the Licensee institutes proceedings to have itself adjudicated as bankrupt or insolvent, including, without limitation, any applications or orders under the *Companies’ Creditors Arrangement Act* of British Columbia, or if the Licensee becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction judging the Licensee bankrupt or insolvent, or if the Licensee or its directors pass any resolution authorizing the dissolution or winding up of the Licensee, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Licensee property is appointed or applied for by the Licensee or by one or more of the Licensee’s creditors.

### 16. BUILDERS LIENS

In connection with all labour performed, materials supplied, or any work made for the Purpose by or for the Licensee in the Licensed Area, the Licensee shall not permit any builders or similar liens, charge or encumbrance to be registered on title to the lands comprising Stanley Park. If any such liens, charge or encumbrance are so registered, the Licensee shall immediately pay into court or otherwise the amount required to discharge same. Provided however, that in the event of a bona fide dispute by the Licensee of the validity or correctness of any claim for any such lien, the Licensee 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, or otherwise posting security as may be satisfactory to the City.

#### 17. SUBORDINATE RIGHTS

This Agreement will be subordinate to the rights of the Park Board, City and other utility companies to maintain and repair any and all public works and utilities within, about, beneath and above the Licensed Area and the Licensee will take all steps necessary, upon request of the Park Board or the City, to ensure access to the Licensed Area for these purposes.

#### 18. TIME IS OF THE ESSENCE

Time shall be of the essence of this Agreement, save as herein and otherwise provided.

#### 19. REMEDIES ARE CUMULATIVE

The remedies provided to the Park Board herein are cumulative and are in addition to any remedies to the Park Board available at law or in equity including injunctive relief. No remedy shall be exclusive and the Park Board may have recourse to any or all remedies simultaneously or at various times.

#### 20. DELIVERY OF NOTICES

Any notice required to be given hereunder may be delivered as follows:

- (a) to the Park Board:

**Vancouver Board of Parks and Recreation**  
2099 Beach Avenue  
Vancouver, BC V6G 1Z4

Attention: Manager, Commercial Operations

- (b) to the Licensee:

**RTD CANADA INC. dba STANLEY PARK BREWING CO.**  
465 Fraser View Place  
Delta, BC V3M 6H4

Attention: Brian Kuhn, General Manager - Stanley Park Brewing Co.  
Email: Brian.Kuhn@stanleyparkbrewing.com

With a copy to:

**RTD Canada Inc. c/o Labatt Brewing Company Limited**  
207 Queen's Quay West, Suite 299  
Toronto, ON M6J 1A7

Attention: General Counsel

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery or, if emailed after 4:00pm, on the business day next following the date of such emailing, or if mailed, on the third business day next following the date of such mailing, provided that if there should be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

## 21. HEADINGS

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions thereof.

## 22. RELATIONSHIP

It is the express intention of the Park Board and the Licensee that the granting of this License will not create between the Park Board and the Licensee a landlord and tenant relationship.

## 23. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

## 24. NO INTEREST IN LAND

This licence granted in this Agreement will not be construed as creating any interest in land whatsoever.

## 25. NON-DEROGATION

Nothing contained or implied in this Agreement will derogate from the obligations of the Licensee under any other agreement with the Park Board or the City or prejudice or affect the Park Board's or the City's rights, powers, duties or obligations in the exercise of its or their functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the Park Board or the City under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Licensed Area as if this Agreement had not been executed and delivered by Licensee and the Park Board.

## 26. INDEPENDENT LEGAL ADVICE

The Licensee confirms that it has obtained independent legal advice before executing this Agreement.

## 27. SURVIVAL

Notwithstanding any other provision of this Agreement, the provisions of Section 8 (Hazardous Materials Survey; Licensed Area Licensed "As Is"), Section 11 (Indemnity) and Section 12(b) (Costs if Sublease not entered into by Sublease Target Date or Extended Sublease Target Date) and all other provisions necessary for the interpretation and enforcement of the foregoing provisions, will survive the expiry or any earlier termination of this Agreement.

**28. COUNTERPARTS**

This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

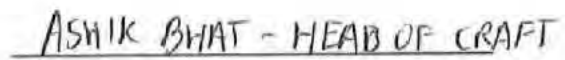
**VANCOUVER BOARD OF PARKS AND RECREATION**


  
Signature - Authorized Signatory

  
Print Name and Title

**RTD CANADA INC. dba STANLEY PARK BREWING CO.**

  
Signature - Authorized Signatory

  
Print Name and Title

  
Signature - Authorized Signatory

  
Print Name and Title

SCHEDULE "A"

Licensed Area

The Building and the portion of the surrounding lands within the blue dotted line and labelled as "proposed staging and storage area" in the image below forms the designated Licensed Area



PROPOSED STAGING AND STORAGE AREA

EXTENT OF CONSTRUCTION FENCING

PROPOSED PORTA-POTTYS, INCLUDING 2 ACCESSIBLE UNITS

PROPOSED 2.0M WIDE TEMPORARY MULCHED PATH

VANCOUVER PARK BOARD  
STANLEY PARK BREWING  
NOVEMBER 27, 2017

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**SCHEDULE "B"**

City's Targeted Pre-Renovation Hazardous Materials Survey dated March 30, 2017



HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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REAL ESTATE & FACILITIES MANAGEMENT  
Facilities Planning & Development



**Targeted Pre-Renovation Hazardous Materials Survey of the Stanley Park Fish House Restaurant**

**Sampling Date:** 2017-02-02

**Building Code:** B25880

**Address:** 8901 Stanley Park Drive

**Surveyor(s):** Rebecca Yanciw

**Previous sampling, YEAR (#):** 1995, 2005, 2010, 2015

**Purpose:** TARGETED HAZARDOUS MATERIAL SAMPLING

**Executive Summary**

A City of Vancouver Hazardous Materials Technician has completed a targeted pre-renovation hazardous materials survey of the Stanley Park Fish House Restaurant located at 8901 Stanley Park Drive. Partial assessments of this facility have been conducted in 1995, 2005, 2010, and 2015. Applicable results from previous sampling for asbestos or lead have been verified and are included in this survey report.

This survey was only conducted in areas that are expected to be disturbed by the upcoming renovations. The renovation areas are outlined in the attached drawing. Applicable samples from previous assessments have also been included in this report. This was a non-destructive survey; therefore hidden and below-ground materials were not assessed and any hidden materials which may contain asbestos, lead, PCBs, or mercury should be assumed to be hazardous until sampling demonstrates otherwise.

Page 1 of 25

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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HAZARDOUS MATERIALS	# Materials sampled and/or assessed	STATUS	RECOMMENDED ACTION
ASBESTOS	75*	DETECTED	CONTROLS IN PLACE DURING DISTURBANCE
LEAD-BASED PAINT & COATINGS	26*	DETECTED	CONTROLS IN PLACE DURING DISTURBANCE
MERCURY	n/a	LIKELY PRESENT **	NONE
PCBs	n/a	LIKELY PRESENT **	NONE
SHARPS	n/a	NOT PRESENT	NONE
BIOLOGICAL HAZARDS	n/a	NOT PRESENT	NONE
OZONE-DEPLETING SUBSTANCES	n/a	LIKELY PRESENT **	NONE
RADIOACTIVE SUBSTANCES	n/a	LIKELY PRESENT **	NONE
SILICA-CONTAINING MATERIALS	n/a	PRESENT	CONTROLS IN PLACE DURING DISTURBANCE

\*- samples were collected during previous assessments.

\*\*- hazardous materials are likely present within the building but will not be disturbed by upcoming renovations.

#### Scope of Work

- A visual inspection of all areas affected by the upcoming renovations within the Stanley Park Fish House Restaurant for the presence of building materials suspected to contain asbestos (including vermiculite), lead, mould, and other hazards such as mercury, PCBs, rodent droppings, needles/sharps. Surficial sampling was conducted.
- Collection and analysis of material samples from the buildings for the presence of suspect hazardous materials. With the exception of caulking and mastic compounds, and to avoid building envelop damage, samples of roofing materials were not collected.
- Recommendations for the removal/repair of any damaged hazardous materials determined to require immediate action.

#### Facility Description

The facility is a 5000 ft<sup>2</sup> wood-frame building constructed in 1930. It includes a restaurant, office space, concession and public washrooms.

#### Main Floor Restaurant

The dining area lobby and bar have wood floors, drywall walls and textured drywall ceiling. The floor behind the bar is black sheet flooring with white specks. The Garden Room floor is carpet over beige and green sheet vinyl flooring. The walls are red textured drywall with white columns of wood and drywall. The window sills are painted white with some patched areas on the east side. The Fireplace Room floor is carpet on grey vinyl floor tiles, with drywall walls and textured ceiling. There is a single public washroom on the main floor that has ceramic tile floors, and drywall walls and ceiling.

#### Main Floor Kitchen

The floor of the kitchen is red ceramic tile. The walls are drywall, covered with ceramic tiles in most areas. The ceilings in the kitchen are concrete, with areas of drywall. Fibreglass insulation was observed behind the drywall walls. There is mould and delaminating paint in the southwest corner of the main kitchen area. The sink/cooler room on the east side of the main kitchen has red sheet vinyl

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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flooring, drywall walls and textured ceilings. The walk-in cooler has white ceramic floor tiles and plastic panel sides and ceiling.

#### *Basement Kitchen Storage and Concession*

The stairs to the downstairs kitchen storage rooms has black stair tread with grey speckled kick plates. The walls and ceiling are drywall. The Prep Area with cooler/freezer has grey sheet vinyl flooring, drywall walls with areas of ceramic tiles and plastic panels. The ceiling is drywall. The adjacent storage rooms and concession area have concrete floors. The walls are cinderblock, plywood and concrete, with some areas of exterior wood shingles. The ceilings are drywall.

#### *Basement Mechanical Rooms*

The boiler room has concrete floors with concrete and terra-cotta brick walls. The ceilings are drywall. The pipes are not insulated. There are many areas of wall patch compound and penetration mastics. The electrical room has concrete floors and drywall walls and ceilings. The storage room outside the electrical room has concrete floors. The walls have areas of plaster skim coat, and plaster pucks.

#### *Basement Washrooms & Cellar*

The public washrooms were recently renovated, with stone tile floors and drywall walls and ceiling. The wine cellar hall and seating area has ceramic tile floors, textured plaster walls and ceiling. The keg room, pipe chase and wine bin rooms have concrete floors with wood walls.

#### *Upstairs Offices*

The upstairs offices carpet floors, with under-layers of vinyl floor in the lockers area. The upstairs washroom has laminate floors and beige sheet lining on the shelves. The walls and ceilings are mostly plaster, with some areas of new drywall. The staircase has carpet floors, drywall walls and plaster ceiling. The attic has loose and batt fiberglass insulation. No vermiculite was observed.

#### Asbestos-Containing Material: Methodology and Results

Materials sampled were selected based on our experience and guidelines provided by WorkSafeBC (Safe Work Practices for Handling Asbestos). Building materials were assessed for potential asbestos content and six (6) have been analyzed for asbestos by COV-approved labs. Previous results for sixty-nine (69) samples are included in the assessment.

Vinyl floor tiles in the lower level gardener's suite are asbestos-containing. Previous testing identified vinyl floor tiles under the carpet in the Garden Room and Club Room are asbestos-containing (Table 1). The sheet vinyl flooring under the carpet in the upstairs "Lockers" room is asbestos-containing. The beige mosaic pattern sheet vinyl flooring on the shelves in the upstairs staff washroom are asbestos-containing. The penetration mastic in the Boiler Room is asbestos-containing.

None of the drywall joint compound (33), plaster (6), or ceiling texture samples (9) was determined to be asbestos-containing.

Table 1: Asbestos-containing materials

Material	Location	Asbestos	Photo
Green & blue vinyl floor tiles	Lounge, under green carpet	2-5% Chrysotile	1
Beige vinyl floor tiles	Lounge, under green carpet	3% Chrysotile	1
Beige with white streaks vinyl floor tiles	Lower Level, Gardeners Suite	1-5% Chrysotile	10
Beige sheet vinyl flooring	Upstairs "Lockers" area, under green carpet	50% Chrysotile	7
Beige sheet vinyl flooring	Upstairs washroom, shelf liner	50% Chrysotile	8
Penetration mastic	Boiler room, around vents	50% Chrysotile	5

#### Lead-Based Paints and Coatings: Methodology and Results

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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*Total Lead in Paint*

A total of three representative samples were collected to test for the presence of lead. Twenty-three (23) representative samples of paint were collected to test for the presence of lead. The samples were analyzed at a COV-approved lab for total lead.

Information from the U.S. Occupational Safety and Health Administration (OSHA) suggests that the improper removal of lead paint containing 600 mg/kg lead results in airborne lead concentrations that exceed half of the exposure limit. Depending on the potential receptors and the work to be performed, paints with lead contents as low as 90 mg/kg can also result in dangerous airborne lead levels. **A task- and site-specific risk assessment must be conducted by City of Vancouver's Hazardous Materials Team to determine if an Exposure Control Plan and safe work procedures are required (Lead-Containing Paints and Coatings: Preventing Exposure in the Construction Industry, WSBC 2011).**

Seven (7) of the paint samples exceeds the suggested exposure prevention limit of 600 mg/kg paint (Table 2).

*Leachable Results of Lead in Paint:* No samples were analyzed for leachable lead. Lead-based paint should be tested for leachable lead prior to disposal to determine if they are hazardous waste as defined by BC Ministry of Environment.

Table 2: Lead-based Paints and Leachable/Hazardous Waste Paints (Lead)

Colour	Location	TOTAL LEAD (mg/kg)	EXCEED EXPOSURE PREVENTION CRITERIA? (600 mg/kg)	CHPA LEAD-BASED PAINT? (90 mg/kg)	TCLP LEAD (mg/L)	HAZ WASTE? (Y/N)
GREY	GROUND FLOOR MEN'S WASHROOM	2890	YES	YES	-	-
CREAM	GROUND FLOOR MEN'S WASHROOM	<3.0	NO	NO	-	-
CREAM	GROUND FLOOR GARDENERS ROOM	469	NO	YES	-	-
YELLOW	LOBBY WALLS	7.2	NO	NO	-	-
WHITE	LOBBY COLUMNS	87.1	NO	NO	-	-
RED	GARDEN ROOM WALLS	132	NO	YES	-	-
WHITE	GARDEN ROOM WINDOW TRIM	417	NO	YES	-	-
BROWN	GARDEN ROOM TRIM	< 3	NO	NO	-	-
GREEN, BROWN	BAR TRIM	188	NO	YES	-	-
YELLOW	FIREPLACE ROOM WALLS	6.5	NO	NO	-	-
WHITE	EXTERIOR ON WOOD BEAMS	3160	YES	YES	-	-
GREEN	EXTERIOR WOOD SIDING	8910	YES	YES	-	-
GREEN	STAIRS TO UPSTAIRS, WALLS	1530	YES	YES	-	-
WHITE	KITCHEN CEILING	158	NO	YES	-	-
WHITE	UPSTAIRS "LOCKERS" WALL	< 3	NO	NO	-	-
WHITE	UPSTAIRS, RM 204 HATCH	3.8	NO	NO	-	-
BEIGE	UPSTAIRS, RM 207 OFFICE WALL	159	NO	YES	-	-
YELLOW	UPSTAIRS, RM 209 WALL	50	NO	NO	-	-
BEIGE	BSMT, CELLAR WALLS	< 6	NO	NO	-	-
GREEN	BSMT, DOOR TO CELLAR	2650	YES	YES	-	-
RED	BSMT, CELLAR WALLS	1570	YES	YES	-	-
YELLOW	BSMT, WASHROOM	382	NO	YES	-	-

Page 4 of 25

HAZARDOUS MATERIAL SURVEY		STANLEY PARK FISH HOUSE RESTAURANT			2017-03-30	
WHITE	BSMT, STAIRS TO STORAGE	< 3	NO	NO	-	-
GREY	BSMT, COOLER ENTRY FLOOR	< 3	NO	NO	-	-
GREEN	CONCESSION WALLS & CEILING	971	YES	YES	-	-
WHITE	BSMT, STORAGE	5.2	NO	NO	-	-

Note: Concentrations above 600 mg/kg are highlighted and in bold:

TCLP: Toxicity Characterization Leaching Procedure

CHPA: Canadian Hazardous Products Act

#### OTHER HAZARDS

**Mercury:** Fluorescent light tubes are present within the renovation areas. Fluorescent light tubes may contain mercury and must be disposed of in accordance with BC Ministry of Environment regulations.

**PCBs:** Fluorescent light fixtures are present within the renovation areas. Some of the fluorescent light fixtures may contain PCBs within the light ballasts. When the ballasts are removed from the light fixture, they must be placed in a secured area for inspection. If they are determined to contain PCBs they must be disposed of in accordance with BC Ministry of Environment regulations.

**Sharps/Needles:** None observed.

**Biological Hazards:** None observed.

**Ozone-Depleting Substances:** None observed.

**Radioactive Substances:** None observed

**Silica-Containing Materials:** Present in concrete foundation, concrete walls, and may be present in drywall, plaster, and mortar.

**Other Hazards And Notes:** None observed

If any of these hazardous materials are to be disturbed, contact City of Vancouver Hazardous Material Team for assistance with risk assessment, control and disposal procedures.

#### RISK ASSESSMENT AND RECOMMENDATIONS

Prior to renovation or demolition activities, the hazardous materials identified in this report must be safely contained before disturbance. Depending on the areas to be renovated or demolished, additional destructive sampling may be required to identify asbestos-containing materials that were not accessed during this management survey.

#### **ASBESTOS**

The vinyl floor tiles under the carpet in the Garden Room and Club Room are asbestos-containing. The sheet vinyl flooring under the carpet in the Lockers Room is asbestos-containing. The sheet vinyl flooring on the shelves in the upstairs staff bathroom is asbestos-containing. All the materials are in good condition and do not require immediate action.

If the scope of work for renovations includes disturbance to the walls of the boiler room, the exact location of the asbestos-containing penetration mastic must be identified. It was not determined if there are layers of flooring under ceramic tiles, and if they are to be removed, additional testing may be required.

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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**LEAD PAINT**

The grey paint on textured walls in the lower floor washrooms, the red and green wine cellar paints, green concession paint, green stairwell paint and all exterior paints are lead-based. Prior to cutting, grinding, removing or otherwise disturbing lead-based paint, safe work procedures should be developed.

Report Prepared by City of Vancouver Hazardous Materials Team

Per: Rebecca Yanciw, Hazardous Materials Technician

Reviewed by: Roger Johnson, Hazardous Materials Team Coordinator

**PHOTOS: ATTACHED**

**PLANNED RENOVATIONS: ATTACHED**

**FLOOR PLAN: ATTACHED**

**LABORATORY REPORTS: ATTACHED**

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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PHOTOS: STANLEY PARK FISH HOUSE RESTAURANT

	
<p>Photo 1: Asbestos-containing vinyl floor tiles under the carpet in the Garden Room</p>	<p>Photo 2: Lobby between bar and Garden Room</p>
	
<p>Photo 3: Fireplace Room</p>	<p>Photo 4: Storage room near concession</p>

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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PHOTOS: STANLEY PARK FISH HOUSE RESTAURANT

	
<p>Photo 5: Asbestos-containing penetration mastic in boiler room</p>	<p>Photo 6: Wine cellar</p>
	
<p>Photo 7: Asbestos-containing sheet flooring under carpet in Lockers room</p>	<p>Photo 8: Asbestos-containing sheet vinyl flooring on shelving in staff washroom</p>



HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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PHOTOS: STANLEY PARK FISH HOUSE RESTAURANT

	
<p>Photo 9: Loose fiberglass in attic, on plaster ceiling</p>	<p>Photo 10: Asbestos-containing 12" x 12" beige with white and dark grey streak vinyl floor tile in the Gardener's Suite.</p>
	
<p>Photo 11: Gardener's Suite</p>	

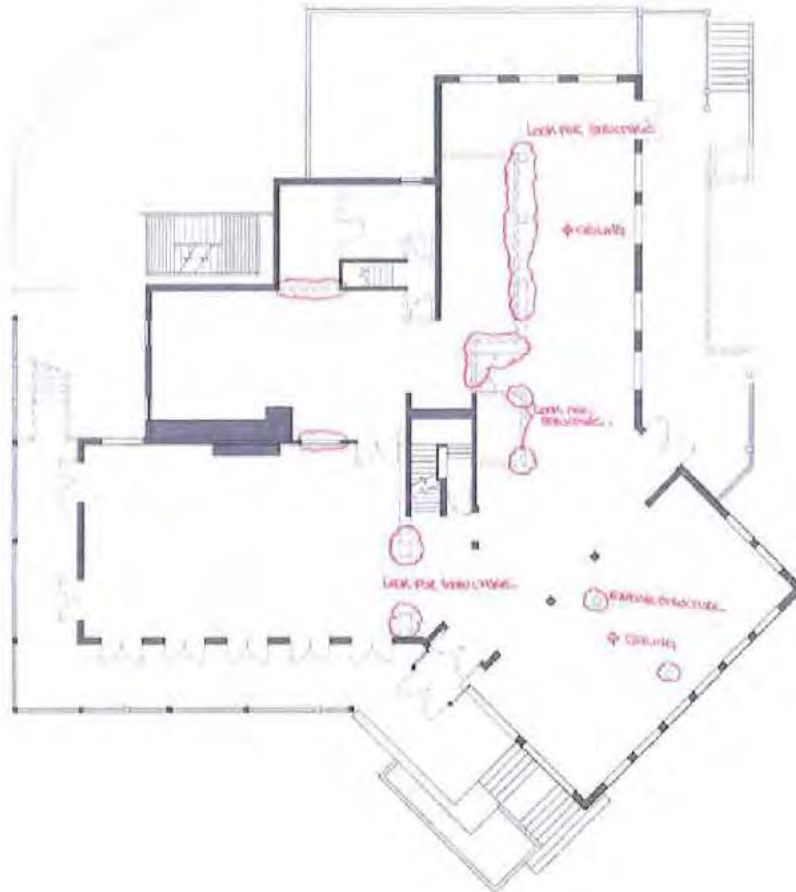
HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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PLANNED RENOVATIONS: STANLEY PARK FISH HOUSE RESTAURANT GROUND FLOOR



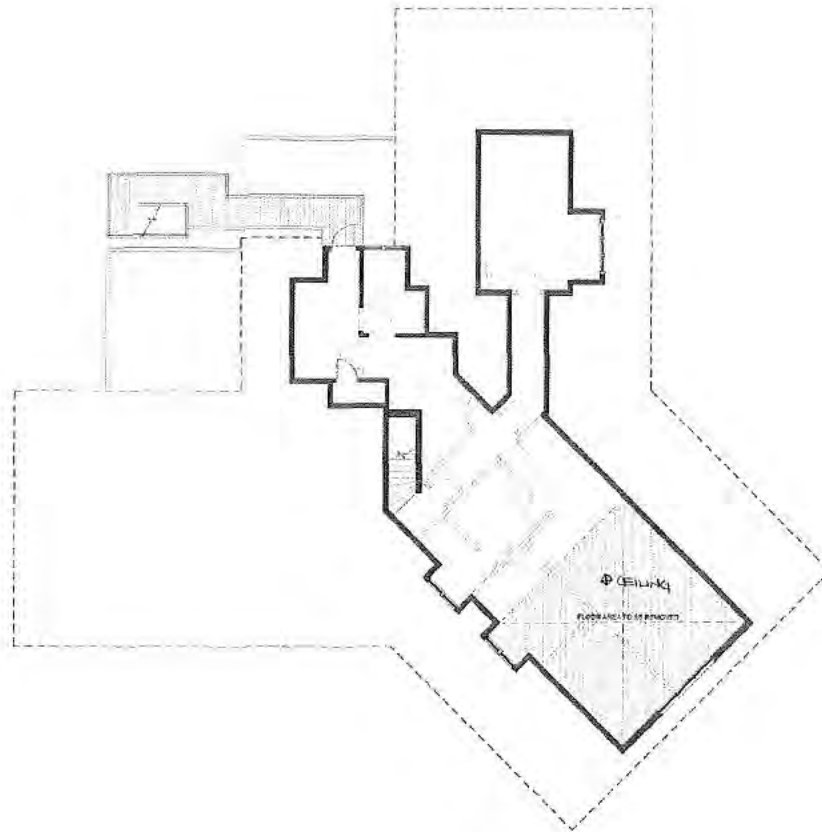
HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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PLANNED RENOVATIONS: STANLEY PARK FISH HOUSE RESTAURANT MAIN FLOOR



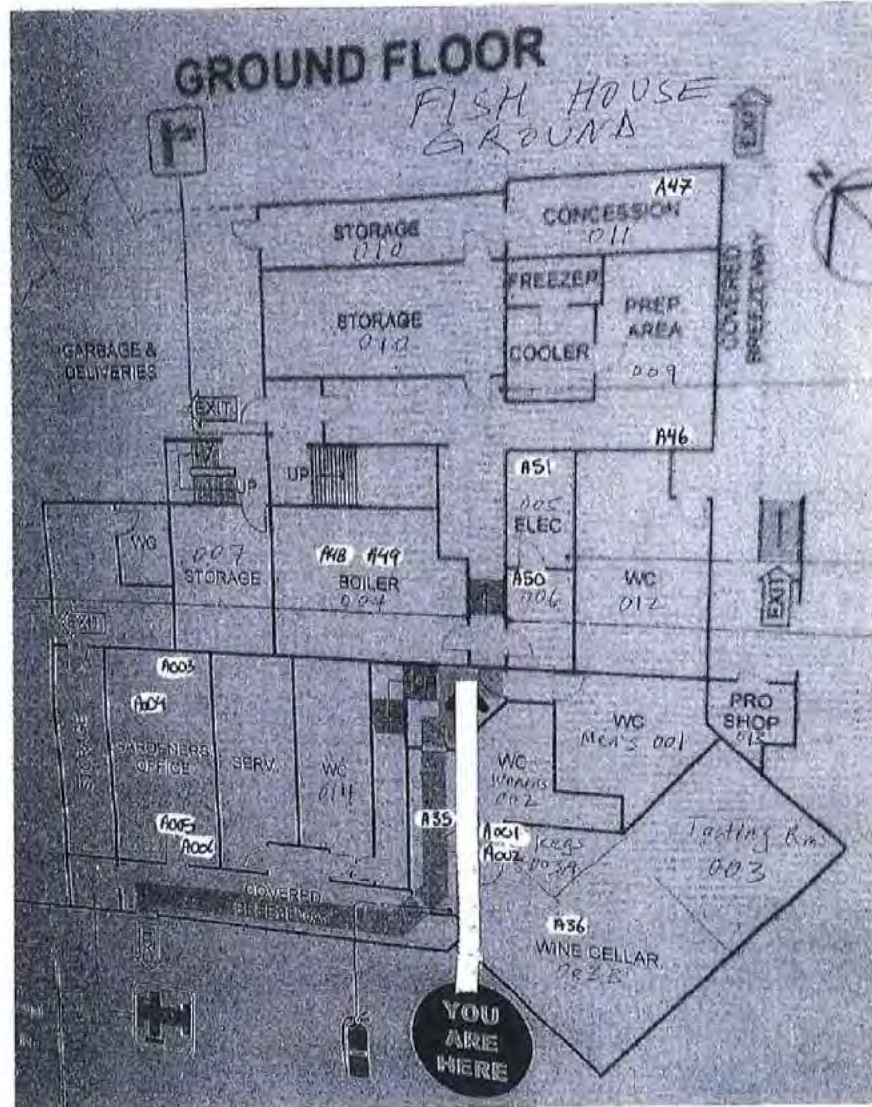
HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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PLANNED RENOVATIONS: STANLEY PARK FISH HOUSE RESTAURANT UPPER FLOOR



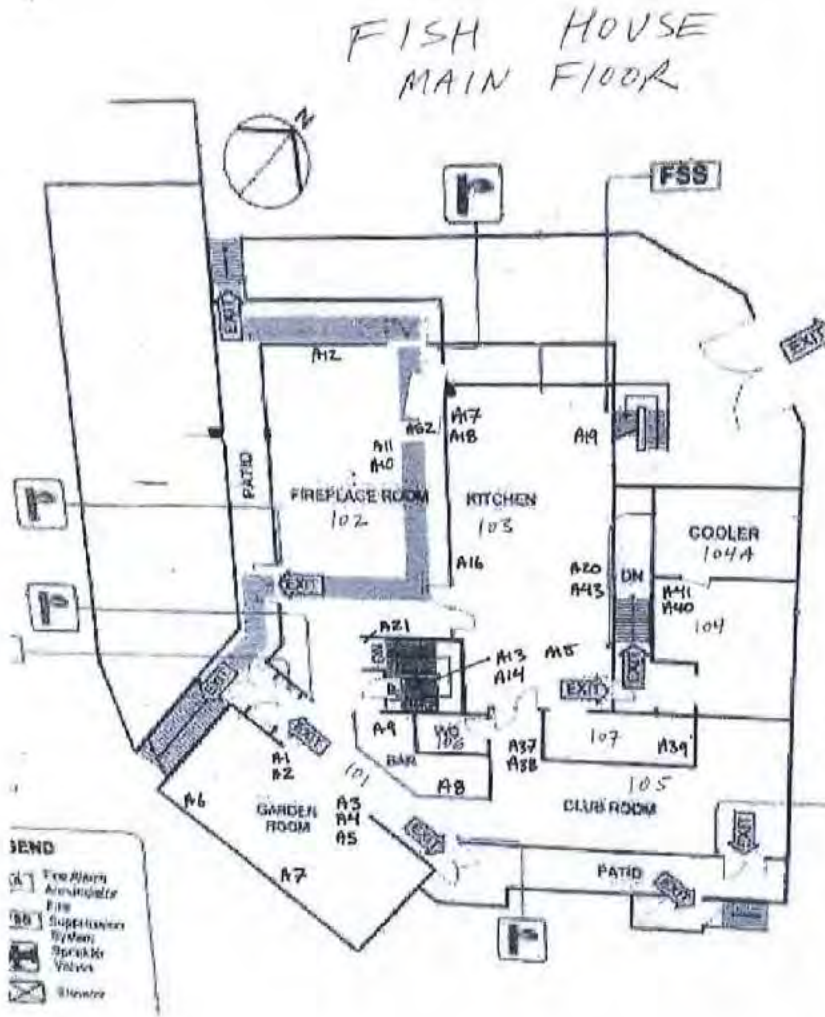
HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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FLOOR PLANS: STANLEY PARK FISH HOUSE RESTAURANT - GROUND FLOOR ASBESTOS SAMPLE LOCATIONS



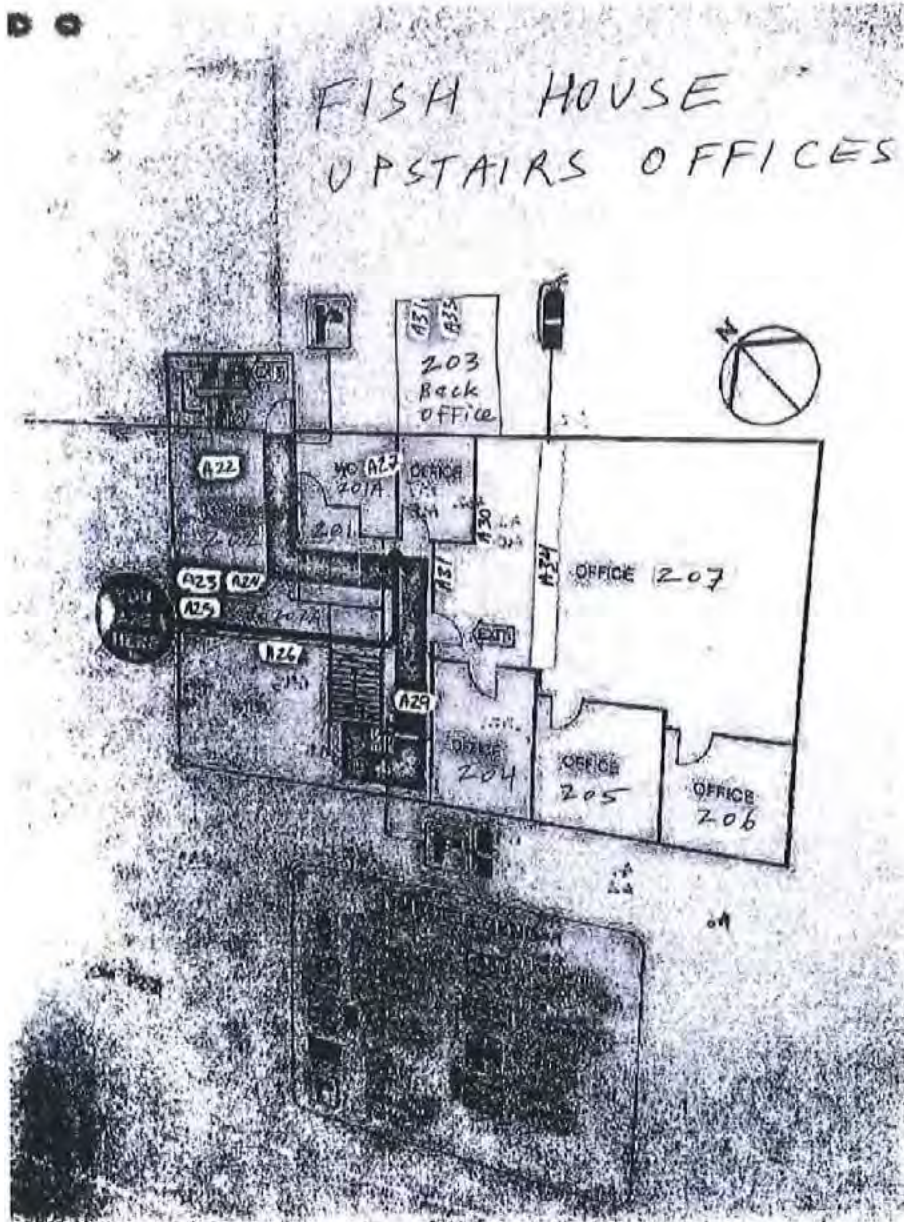
HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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FLOOR PLANS: STANLEY PARK FISH HOUSE RESTAURANT - MAIN FLOOR ASBESTOS SAMPLE LOCATIONS



HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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FLOOR PLANS: STANLEY PARK FISH HOUSE RESTAURANT - UPPER FLOOR ASBESTOS SAMPLE LOCATIONS



HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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LABORATORY REPORTS: ASBESTOS ANALYSIS SERVICES LTD. REPORT B01725



**ASBESTOS ANALYSIS REPORT**

Project Location: Fish House Restaurant, 8901 Stanley Park Drive, Vancouver, BC  
 Reference #: Building Code B25860 / 4325  
 Number of Samples: 6

AASL Report #: B01725  
 Analyst: Gabrielle Sutton  
 Report Date: 14FEB2017  
 Method: NIOSH Method 9002

# B01725	Sample	Sub-Sample	Sample Description / Location	Results	ASB
1.1	A001	Layer 1 - thin orange-brown / pink-brown / white (paint)	Drywall Joint Compound, Wall, Basement Corridor	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
1.2	A001	Layer 2 - white	Drywall Joint Compound, Wall, Basement Corridor	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
2.1	A002	Layer 1 - thin orange-brown (paint)	Drywall Joint Compound, Ceiling, Basement Corridor	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
2.2	A002	Layer 2 - white, thin	Drywall Joint Compound, Ceiling, Basement Corridor	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
2.3	A002	Layer 3 - thin creamy-white (paint)	Drywall Joint Compound, Ceiling, Basement Corridor	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
2.4	A002	Layer 4 - white	Drywall Joint Compound, Ceiling, Basement Corridor	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
3.1	A003	Layer 1 - thin creamy-grey (paint)	Drywall Joint Compound, Ceiling, Gardeners Room, 008	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
3.2	A003	Layer 2 - white, thin	Drywall Joint Compound, Ceiling, Gardeners Room, 008	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
3.3	A003	Layer 3 - cream stroux	Drywall Joint Compound, Ceiling, Gardeners Room, 008	Asbestos Fibres Not Detected 90 - 100 % Delusioe Fibres > 1 % Non-Fibrous	—
4.1	A004	Layer 1 - thin light beige (paint)	Drywall Joint Compound, Wall, Gardeners Room, 008	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
4.2	A004	Layer 2 - white	Drywall Joint Compound, Wall, Gardeners Room, 008	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
4.3	A004	Layer 3 - white, hard	Drywall Joint Compound, Wall, Gardeners Room, 008	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
5.1	A005	Layer 1 - orange-beige tile	12"x12" Beige with White Streaks Vinyl Floor Tile with Black Mastic, Floor, Gardeners Room, 008	1 - 5 % Chrysotile Asbestos > 95 % Non-Fibrous	T
5.2	A005	Layer 2 - black mastic	12"x12" Beige with White Streaks Vinyl Floor Tile with Black Mastic, Floor, Gardeners Room, 008	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—



HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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LABORATORY REPORTS: ASBESTOS ANALYSIS SERVICES LTD. REPORT B01725

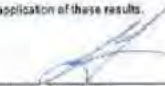



# B01725	Sample	Sub-Sample	Sample Description / Location	Results	ASB
6.1 **	A006	Layer 1 - orange tile	12"x12" Beige with White Specks Vinyl Floor Tile with Brown Mastic, Floor, Gardeners Room, 005	Asbestos Fibres Not Detected 99 - 100 % Non-Fibrous	--
6.2	A006	Layer 2 - orange mastic	12"x12" Beige with White Specks Vinyl Floor Tile with Brown Mastic, Floor, Gardeners Room, 005	Asbestos Fibres Not Detected 99 - 100 % Non-Fibrous	--

Comments

Samples analyzed in accordance with NIOSH Laboratory Method 9002  
 American Industrial Hygiene Association (AIHA) BAPAT Program Laboratory Number 204201  
 Estimated Limit of Detection is <0.5 %  
 ASB = Asbestos present/absent in material  
 T = Asbestos Present  
 AASL Asbestos Analytical Services Ltd. will not accept any responsibility as to the manner of interpretation or application of these results.

\*\* Sample preparation included ashing process

Analyst:   
 Gabrielle Sutton, B.A.  
 Date: February 14, 2017  
 Reviewed By:   
 Gabrielle Sutton, B.A.

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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LABORATORY REPORTS: KINETIC OHS REPORT 254M77

ASBESTOS BULK SAMPLE RESULTS

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 8501 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Southill  
 DATE ANALYZED: November 28, 2018  
 BUILDING CODE: 4325-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M77-1	Sample # 4325-FH-A1 Lobby, Driveway Yellow wall panels	Yellow paint 10% White chalky silk 35% Paint 5% White fibrous mat 25% Paper 30% Cynulux 15%	None Detected None Detected None Detected None Detected None Detected None Detected		Non-fibrous 100% Non-fibrous 100% Non-fibrous 100% Cellulose 5%, Non-fibrous 95% Cellulose 100% Fiberglass 3%, Non-fibrous 97%
254M77-2	Sample # 4325-FH-A2 Lobby, Driveway Ceiling	White chalky silk 10% White paint 10% White fibrous mat 30% Paper 30% Cynulux 20%	None Detected None Detected None Detected None Detected None Detected		Non-fibrous 100% Non-fibrous 100% Cellulose 6%, Non-fibrous 94% Cellulose 100% Fiberglass 3%, Non-fibrous 97%
254M77-3	Sample # 4325-FH-A3 Lounge Under Carpet	Beige flooring compound 30% Limekiln Under Carpet Silica mat 10% Yellow adhesive 5% Paper 10%	None Detected None Detected None Detected None Detected None Detected		Cellulose 2%, Non-fibrous 98% Non-fibrous 100% Silica 100% Non-fibrous 100% Cellulose 100%
254M77-4	Sample # 4325-FH-A4 Lounge Under Carpet Material: Green Vinyl Floor Tile	Yellow adhesive 5% Limekiln mat 10% Black vinyl 75% Beige flooring compound 10%	None Detected Chrysotile 2% Chrysotile 5% None Detected		Non-fibrous 100% Non-fibrous 97% Non-fibrous 100% Cellulose 2%, Non-fibrous 98%
254M77-5	Sample # 4325-FH-A5 Lounge Under Carpet Material: Beige Vinyl Floor Tile	Beige adhesive 5% Cellulose 5% Beige flooring compound 75%	None Detected Chrysotile 3% None Detected		Non-fibrous 100% Non-fibrous 97% Cellulose 10%, Non-fibrous 90%

Analyzed in accordance with NIOSH Method 8461 - Asbestos (Bulk) by PLM

**Kinetic**  
OHS Services  
 350 Lynn Avenue, North Vancouver, BC V7J 2C4 Tel: 604-968-6900



Page 1 of 10

ASBESTOS BULK SAMPLE RESULTS

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 5981 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Southill  
 DATE ANALYZED: November 28, 2018  
 BUILDING CODE: 4325-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M77-6	Sample # 4325-FH-A6 Lounge E wall, WC Material: Drywall Joint Compound	Beige brown paint 10% White fibrous mat 30% Paper 50% Cynulux 30%	None Detected None Detected None Detected None Detected		Non-fibrous 100% Cellulose 5%, Non-fibrous 95% Cellulose 100% Fiberglass 3%, Cellulose 1%, Non-fibrous 96%
254M77-7	Sample # 4325-FH-A7 Lounge E wall, window sill Material: Patch Compound	White paint 10% White fibrous mat 30% Paint 10% White chalky silk 50%	None Detected None Detected None Detected None Detected		Non-fibrous 100% Non-fibrous 100% Non-fibrous 100% Cellulose 2%, Non-fibrous 98%
254M77-8	Sample # 4325-FH-A8 WC Floor Material: Black SVF, White Flex	Black vinyl 25% White fibrous mat 20% Grey vinyl 30% Brown adhesive 10% White vinyl 15%	None Detected None Detected None Detected None Detected None Detected		Non-fibrous 100% Fiberglass 10%, Non-fibrous 90% Non-fibrous 100% Cellulose 1%, Non-fibrous 99% Non-fibrous 100%
254M77-9	Sample # 4325-FH-A9 WC Red wall, WC vanity Material: Drywall Joint Compound	Red paint 20% White chalky silk 80%	None Detected None Detected		Non-fibrous 100% Cellulose 1%, Non-fibrous 99%
254M77-10	Sample # 4325-FH-A10 WC Under Carpet Material: Gray Vinyl Floor Tile	Yellow adhesive 5% Mat Grey vinyl 70% Black mat 10% Wood 15%	None Detected None Detected None Detected None Detected		Cellulose 5%, Non-fibrous 95% Non-fibrous 100% Non-fibrous 100% Cellulose 100%
254M77-11	Sample # 4325-FH-A11 WC Chimney Material: Mortar	Cement 10% Grey cement 90%	None Detected None Detected		Non-fibrous 100% Non-fibrous 99%

Analyzed in accordance with NIOSH Method 8461 - Asbestos (Bulk) by PLM

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Page 2 of 10

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
---------------------------	------------------------------------	------------

LABORATORY REPORTS: KINETIC OHS REPORT 254M77

ASBESTOS BULK SAMPLE RESULTS

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 8901 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Seethill  
 DATE ANALYZED: November 25, 2016  
 BUILDING CODE: 4326-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M7-12	Sample #4325-FH-A12 Hill Wall, throughout Material: Drywall Joint Compound	Yellow part 20% White chalyomic 30% Paper 50%	None Detected		Non-fibrous 100% Calcite 1%, Non-fibrous 99% Cerulose 100%
254M7-13	Sample #4325-FH-A13 Stairs up Wall Material: Drywall Joint Compound	White and green part 10% White chalyomic 50% Paper 40%	None Detected		Non-fibrous 100% Non-fibrous 100% Calcite 100%
254M7-14	Sample #4325-FH-A14 Stairs up Ceiling Material: Drywall Joint Compound	White and green part 35% White chalyomic 60% Paper 5%	None Detected		Non-fibrous 100% Non-fibrous 100% Calcite 100%
254M7-15	Sample #4325-FH-A15 Stairs up Next to stair panel Material: Drywall Joint Compound	White part 10% White chalyomic 70% White mesh 20%	None Detected		Non-fibrous 100% Fiberglass 1%, Calcite 1%, Non-fibrous 99% Fiberglass 100%
254M7-16	Sample #4325-FH-A16 Hole in S wall, behind the Material: Compound	White chalyomic 80% Wood 10%	None Detected		Calcite 1%, Synthetic 1%, Non-fibrous 98% Calcite 100%
254M7-17	Sample #4325-FH-A17 Kitchen Wrest behind the Material: Compound	Grey and green cement 75% Paper 10% White part 5% White chalyomic 5% Yellow asbestos 5%	None Detected		Non-fibrous 100% Calcite 100% Non-fibrous 100% Non-fibrous 100% Non-fibrous 100%

Analytical procedure with 100% Method 9907 - Asbestos (MNH) by PLM

Kinetic OHS Services  
 3915 Lee Avenue, North Vancouver, BC V7J 2T4 Tel: 604-963-1099

ADIA  
 6177 Lee Avenue

Page 4 of 11

ASBESTOS BULK SAMPLE RESULTS

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 8901 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Seethill  
 DATE ANALYZED: November 29, 2016  
 BUILDING CODE: 4326-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M7-18	Sample #4325-FH-A18 Kitchen Ceiling Material: Drywall Joint Compound	Blue part 10% White chalyomic 5% Fibred 10% White chalyomic 75%	None Detected		Non-fibrous 100% Non-fibrous 100% Non-fibrous 100% Non-fibrous 100%
254M7-19	Sample #4325-FH-A19 Kitchen Floor Material: Red Sheet Vinyl Floor	Shiny 50% Brown glue with sand 5%	None Detected		Calcite 1%, Non-fibrous 99% Non-fibrous 100%
254M7-20	Sample #4325-FH-A20 Kitchen Bottom floor tile Material: Mortar	Grey cement large flake 100%	None Detected		Synthetic 2%, Non-fibrous 98%
254M7-21	Sample #4325-FH-A21 Stair landing Wall and Material: Texture	Beige part 10% White texture 50% Bright white mesh 20% White chalyomic 40%	None Detected		Non-fibrous 100% Calcite 1%, Non-fibrous 99% Fiberglass 100% Non-fibrous 100%
254M7-22	Sample #4325-FH-A22 Kitchen 2nd Ceiling ceiling Material: Flooring	Flam 10% Beige patterned part 30% Beige Fibred, shiny 20% Yellow asbestos 10% Light tan- grey 10% Fibred, mesh, sand 15% Red calcite 5%	None Detected	Chrysotile 50%	Non-fibrous 99% Non-fibrous 100% Calcite 2%, Fibrous 98% Calcite 2%, Non-fibrous 98% Calcite 40%, Synthetic 20%, Non-fibrous 40% Non-fibrous 100%

Analytical procedure with 100% Method 9907 - Asbestos (MNH) by PLM

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Page 4 of 11

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
---------------------------	------------------------------------	------------



LABORATORY REPORTS: KINETIC OHS REPORT 254M77

ASBESTOS BULK SAMPLE RESULTS

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 8941 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Seethill  
 DATE ANALYZED: November 26, 2015  
 BUILDING CODE: 4326-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M77-23	Sample # 4325-FH-423 Lockers 207 Wall	White paint 5% White chalky mix 1 - 15% Paint 2% White chalky mix 2 - 10% Paint 2% Biagi chaux cement 3% Biagi cement 6% None Detected	None Detected		Non-Fibrous: 100% Cellulose 1%, Non-Fibrous 99% Non-Fibrous: 100% Non-Fibrous: 100% Non-Fibrous: 100% Non-Fibrous: 100% Non-Fibrous: 100% Animal hair 3%, Synthetic 1%, Non-Fibrous 96%
254M77-24	Sample # 4325-FH-424 Lockers 205 Ceiling	White paint 10% White paper 36% Paint 20% Brown paper 27% Biagi chalky mix 10% White chalky mix 5% None Detected	None Detected		Non-Fibrous: 100% Cellulose 1%, Non-Fibrous 99% Non-Fibrous: 100% Cellulose 100% Non-Fibrous: 100% Non-Fibrous: 100%
254M77-25	Sample # 4325-FH-425 Storage 202 Under Carpet Material: Edge GYP	Biagi vinyl 20% Black fibrous backing 80% None Detected	None Detected		Cellulose 40%, Non-Fibrous 60% Cellulose 50%, Synthetic 10%, Non-Fibrous 40%
254M77-26	Sample # 4325-FH-426 Storage 202 Walls Material: Plaster	White paint 5% Paper 10% White chaux cement 100% Biagi cement mix 69% None Detected	None Detected		Non-Fibrous: 100% Cellulose 100% Non-Fibrous: 100% Animal hair 2%, Cellulose 1%, Synthetic 1%, Non-Fibrous 96%
254M77-27	Sample # 4325-FH-427 Workroom 201 Ceiling structure Material: Edge fibrous GYP	Biagi (adhesive) vinyl 40% High fibrous backing 60% None Detected	None Detected	Chrysotile 50%	Non-Fibrous: 100% Cellulose 20%, Non-Fibrous 80%

Analytical Laboratory #601001414444007 - Address 8941 St Plm  
 Kinetic OHS Services  
 380 Lynn Avenue, North Vancouver, BC V7V 2C4 Tel: 604-968-5998  
 AIHA  
 6031 Louisa Street  
 Page 5 of 10

ASBESTOS BULK SAMPLE RESULTS

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 6901 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Seethill  
 DATE ANALYZED: November 26, 2015  
 BUILDING CODE: 4326-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M77-28	Sample # 4325-FH-428 Hall 203 Wall Material: Drywall Joint Compound	White paint 5% White chalky mix 28% Paper 40% Gypsum 27% None Detected	None Detected		Non-Fibrous: 100% Non-Fibrous: 100% Cellulose 100% Fibreglass 2%, Cellulose 2%, Non-Fibrous 96%
254M77-29	Sample # 4325-FH-429 Hall 203 Corner of wall station Material: Drywall Joint Compound	White paint 10% White chalky mix 20% Paper 40% Gypsum 30% None Detected	None Detected		Non-Fibrous: 100% Fibreglass 1%, Non-Fibrous 99% Cellulose 100% Fibreglass 2%, Cellulose 1%, Non-Fibrous 97%
254M77-30	Sample # 4325-FH-430 Office 204 Material: Plaster	Brown paper 10% White chalky cement 30% Grey cement mix 60% None Detected	None Detected		Cellulose 100% Cellulose 1%, Non-Fibrous 99% Animal hair 2%, Cellulose 1%, Synthetic 1%, Non-Fibrous 96%
254M77-31	Sample # 4325-FH-431 Office 204 Material: Drywall Joint Compound	Biagi paint 5% White chalky mix 1 - 15% White paper 10% White chalky mix 2 - 5% Brown paper 15% Gypsum 20% None Detected	None Detected		Non-Fibrous: 100% Non-Fibrous: 100% Cellulose 100% Non-Fibrous: 100% Cellulose 100% Fibreglass 2%, Cellulose 2%, Non-Fibrous 96%
254M77-32	Sample # 4325-FH-432 Office 204B Wall Material: Drywall Joint Compound	Yellow adhesive 10% White and brown paint 10% White chalky mix 30% None Detected	None Detected		Cellulose 1%, Non-Fibrous 99% Non-Fibrous: 100% Non-Fibrous: 100%
254M77-33	Sample # 4325-FH-433 Office 204 Ceiling Material: Drywall Joint Compound	White paint 20% White chalky mix 20% Paper 60% None Detected	None Detected		Non-Fibrous: 100% Cellulose 1%, Non-Fibrous 99% Cellulose 100%

Analytical Laboratory #601001414444007 - Address 8941 St Plm  
 Kinetic OHS Services  
 380 Lynn Avenue, North Vancouver, BC V7V 2C4 Tel: 604-968-5998  
 AIHA  
 6031 Louisa Street  
 Page 6 of 10

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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LABORATORY REPORTS: KINETIC OHS REPORT 254M77

ASBESTOS BULK SAMPLE RESULTS

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 8001 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Southill  
 DATE ANALYZED: November 28, 2015  
 BUILDING CODE: 4226-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M7-01	Sample # 4325-FH-A34 Ck4-206	White paint 3% White Chalky mix 1 - 10% PAVE 2% White Chalky mix 2 - 15% Paper 10% White chalky cement 20% Grey cement mix 9%	None Detected None Detected None Detected None Detected None Detected None Detected		Non-Fibrous 100% Cellulose 24, Non-Fibrous 3% Non-Fibrous 100% Non-Fibrous 100% Cellulose 100% Cellulose 1% , Non-Fibrous 9%
<b>Material: Drywall Joint Compound &amp; Plaster</b>					
254M7-05	Sample # 4325-FH-A39 Basement Washroom Wall	Tan paint 9% White Chalky mix 10% White Cement mix 5% Beige cement mix 20% Grey cement mix 60%	None Detected None Detected None Detected None Detected None Detected		Non-Fibrous 100% Non-Fibrous 100% Cellulose 10% , Non-Fibrous 30% Non-Fibrous 100% Non-Fibrous 100%
<b>Material: Drywall Joint Compound &amp; Plaster</b>					
254M7-06	Sample # 4325-FH-A35 Basement Washroom Toilet wall Plaster	Red paint 5% Beige cement mix 30% Grey cement mix 65%	None Detected None Detected None Detected		Non-Fibrous 100% Non-Fibrous 100% Non-Fibrous 100%
<b>Material: Plaster</b>					
254M7-07	Sample # 4325-FH-A37 Washroom Wall to mt	White paint 10% White Cement 25% Paint 5% White Chalky mix 30% Paper 20% Oxymul 10%	None Detected None Detected None Detected None Detected None Detected		Non-Fibrous 100% Cellulose 24, Non-Fibrous 9% Non-Fibrous 100% Non-Fibrous 100% Cellulose 100% Fibreglass 2%, Cellulose 1%, Non-Fibrous 9%
<b>Material: Texture</b>					
254M7-08	Sample # 4325-FH-A38 Washroom	Beige paint 10% White Chalky mix 30% Paper 40% Oxymul 20%	None Detected None Detected None Detected None Detected		Non-Fibrous 100% Non-Fibrous 100% Cellulose 100% Cellulose 2%, Non-Fibrous 10%
<b>Material: Drywall Joint Compound</b>					

Analyzed in accordance with ISO 17025 Method 3002 - Asbestos Bulk by FLM

Kinetic OHS Services Ltd  
 351 Leach Avenue, North Vancouver, BC V7J 3E4 Tel: 604-998-0539

Page 7 of 10

ASBESTOS BULK SAMPLE RESULTS

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 8001 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Southill  
 DATE ANALYZED: November 28, 2015  
 BUILDING CODE: 4226-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M7-09	Sample # 4325-FH-A39 Side kitchen Ceiling Texture	White paint 30% White Chalky mix 70%	None Detected None Detected		Non-Fibrous 100% Cellulose 3%, Non-Fibrous 9%
<b>Material: Texture</b>					
254M7-40	Sample # 4325-FH-A36 Cooler room Top layer Red SVP	Red vinyl 90% White Boron mesh 5% Beige adhesive 5%	None Detected None Detected None Detected		Non-Fibrous 100% Fibreglass 100% Cellulose 10% , Synthetic 2%, Non-Fibrous 6%
<b>Material: Red SVP</b>					
254M7-41	Sample # 4325-FH-A41 Cooler room Bottom layer Beige/Woods SVP	Beige patterned vinyl 60% Beige Boron backing 40% Wood 15%	None Detected None Detected None Detected		Non-Fibrous 100% Cellulose 40% , Synthetic 20% , Non-Fibrous 40% Cellulose 100%
<b>Material: Beige/Woods SVP</b>					
254M7-42	Sample # 4325-FH-A42 Kitchen, throughout Behind stainless steel sink Yellow Adhesive	White paint 10% Yellow adhesive 90%	None Detected None Detected		Non-Fibrous 100% Cellulose 1%, Non-Fibrous 9%
<b>Material: Yellow Adhesive</b>					
254M7-43	Sample # 4325-FH-A43 Steps to kitchen basement	Black vinyl 90% Grey Vinyl 10%	None Detected None Detected		Non-Fibrous 100% Non-Fibrous 100%
<b>Material: Black Vinyl Tread</b>					
254M7-44	Sample # 4325-FH-A44 Steps to kitchen basement	White paint 5% Grey Vinyl 95%	None Detected None Detected		Non-Fibrous 100% Non-Fibrous 100% Cellulose 2% , Non-Fibrous 9%
<b>Material: Grey Vinyl Plate</b>					

Analyzed in accordance with ISO 17025 Method 3002 - Asbestos Bulk by FLM

Kinetic OHS Services Ltd  
 351 Leach Avenue, North Vancouver, BC V7J 3E4 Tel: 604-998-0539

Page 8 of 10

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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LABORATORY REPORTS: KINETIC OHS REPORT 254M77  
**ASBESTOS BULK SAMPLE RESULTS**

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 8901 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Seethill  
 DATE ANALYZED: November 28, 2016  
 BUILDING CODE: 4328-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M77-46	Sample # 4328-FH-A46 Stairs to kitchen basement Walls  Material: Drywall Joint Compound	White paint 10% White chabry mix 9% Paint 10% White chabry mix 9% Paper 25% Gypsum 20%	None Detected None Detected None Detected None Detected None Detected None Detected		Non-fibrous 100% Non-fibrous 100% Non-fibrous 100% Non-fibrous 100% Cellulose 100% Cristobalite 1%, Hornblende 1%, Non-fibrous 99%
254M77-48	Sample # 4328-FH-A48 Basement prep area  Material: Gyp GFV	Grey vinyl 95% Beige adhesive 5%	None Detected None Detected		Non-fibrous 100% Cristobalite 1%, Synthetic 1%, Non-fibrous 99%
254M77-47	Sample # 4328-FH-A47 Basement ceiling  Material: Drywall Joint Compound	Green paint 10% White chabry mix 20% Walls 30%	None Detected None Detected None Detected		Non-fibrous 100% Cellulose 2%, Non-fibrous 98% Cellulose 100%
254M77-49	Sample # 4328-FH-A49 Basement boiler room On base pipe walls  Material: Mortar	Brown cement mix 60% Beige chabry mix 40%	None Detected None Detected		Non-fibrous 100% Non-fibrous 100%
254M77-49	Sample # 4328-FH-A49 Basement boiler room Ceiling  Material: Drywall Joint Compound	White chabry mix 50% Paper 40%	None Detected None Detected		Non-fibrous 100% Cellulose 100%
254M77-60	Sample # 4328-FH-A50 Basement electrical Cable tray  Material: Drywall Joint Compound	White paint 10% White chabry mix 9%	None Detected None Detected		Non-fibrous 100% Cellulose 2%, Non-fibrous 98%

As listed in the table with 100% of fibres detected - Asbestos (data by PCM)

**Kinetic** OHS Services  
 3611 West 41st Avenue, Suite 200, Vancouver, BC V7V 3C4 Tel: 604-508-8888

**AUSA**  
 ANALYST: KAREN SEETHILL

Page 8 of 16

**ASBESTOS BULK SAMPLE RESULTS**

KINETIC PROJECT NO.: 254M77  
 CLIENT: City of Vancouver  
 SITE ADDRESS: 8901 Stanley Park Drive, Vancouver, BC

BULK ANALYST: Karen Seethill  
 DATE ANALYZED: November 28, 2016  
 BUILDING CODE: 4328-FH  
 BUILDING NAME: Fish House

Sample ID	Sample Description	Layer	Asbestos	%	Other Fibres
254M77-61	Sample # 4328-FH-A51 Basement electrical room  Material: Drywall Joint Compound	White chabry mix 100%	None Detected		Non-fibrous 100%
254M77-62	Sample # 4328-FH-A52 Fireplace room Log in fireplace  Material: Cement	Beige paint 15% Red cement mix 85%	None Detected None Detected		Non-fibrous 100% Non-fibrous 100%

Total Number of Samples: 62  
 Samples Collected By: Client

Final Report Reviewed by: Karen Seethill, Analyst

- Notes:**
- \* Definition of "asbestos containing material" is any material that contains 0.5% or greater of asbestos (refer to Part 6, Section 6.1 of the WorkSafeBC Occupational Health & Safety Regulation or other references). A material is assumed to be defined as asbestos if it contains 10% or greater of asbestos.
  - \* If reported level of detection is less than 0.5%.
  - \* "None Detected" means no asbestos fibres identified or detected.
  - \* The regulated forms of asbestos are: Chrysotile, Amosite, Crocidolite, Actinolite, Tremolite and Anthophyllite.
  - \* All materials will be analyzed for 10 days - any additional fibres samples are requested by return.

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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LABORATORY REPORTS: MAXXAM REPORT B709559



Maxxam Job # B709559  
Report Date 2017/02/14

City of Vancouver  
Client Project #: STANLEY PARK FISH HOUSE  
Site Location: STANLEY PARK  
Your P.O. #: 4700002203  
Sampler Initials: Ry

LEAD IN PAINT CHIPS (PAINT)

Maxxam ID		Q13554	Q13555	Q13556		
Sampling Date		2017/02/02	2017/02/02	2017/02/02		
COC Number		00455410	00455410	00455410		
	UNITS	L001 - GROUND FLOOR MEN'S WASHROOM (GREY PAINT ON TEXTURE)	L002 - GROUND FLOOR MEN'S WASHROOM (CREAM PAINT ON CONCRETE)	L003 - GARDENERS ROOM (008) (CREAM PAINT ON WALL)	RDL	QC Batch
Total Metals by ICP						
Total Lead (Pb)	mg/kg	2090	<3.0	469	3.0	0551971
RDL = Reportable Detection Limit						

HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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LABORATORY REPORTS: MAXXAM REPORT B5A3111



Maxxam Job #: B5A3111  
Report Date: 2015/11/23

City of Vancouver  
Client Project #: 4325-FH  
Site Location: FISH HOUSE  
Your P.O. #: 470002203  
Sampler Initials: BK

LEAD IN PAINT CHIPS (PAINT)

Maxxam ID		NRO330	NRO331	NRO332	NRO333		
Sampling Date		2015/11/16 14:00	2015/11/16 14:00	2015/11/16 14:00	2015/11/16 14:00		
COC Number		08413713	08413713	08413713	08413713		
	UNITS	4325-FH-PB1 YELLOW LOB	4325-FH-PB2 WHITE LOBBY	4325-FH-PB3 RED LOUNGE	4325-FH-PB4 WHITE LOUNGE	RDL	QC Batch
Total Metals by ICP							
Total Lead (Pb)	ug/g	7.2	87.1	132	417	3.0	8121597
RDL = Reportable Detection Limit							

Maxxam ID		NRO334	NRO335	NRO336	NRO337		
Sampling Date		2015/11/16 14:00	2015/11/16 14:00	2015/11/16 14:00	2015/11/16 14:00		
COC Number		08413713	08413713	08413713	08413713		
	UNITS	4325-FH-PB5 BROWN LOUNGE	4325-FH-PB6 GREEN BAR	4325-FH-PB7 YELLOW HALL	4325-FH-PB8 WHITE EXT	RDL	QC Batch
Total Metals by ICP							
Total Lead (Pb)	ug/g	<3.0	188	6.5	360	3.0	8121597
RDL = Reportable Detection Limit							

Maxxam ID		NRO338	NRO339	NRO340		
Sampling Date		2015/11/16 14:00	2015/11/16 14:00	2015/11/16 14:00		
COC Number		08413713	08413713	08413713		
	UNITS	4325-FH-PB9 GREEN EXT	4325-FH-PB10 GREEN STAIRS	4325-FH-PB11 WHITE KITCHEN	RDL	QC Batch
Total Metals by ICP						
Total Lead (Pb)	ug/g	8910	150	158	3.0	8121597
RDL = Reportable Detection Limit						



HAZARDOUS MATERIAL SURVEY	STANLEY PARK FISH HOUSE RESTAURANT	2017-03-30
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LABORATORY REPORTS: MAXXAM REPORT B5A4000



Maxxam Job #: B5A4000  
Report Date: 2015/11/27

City of Vancouver  
Client Project #: 4325-FH  
Site Location: FISH HOUSE  
Year P.O. #: 4200002203  
Sampler Initials: BK

LEAD IN PAINT CHIPS (PAINT)

Maxxam ID		NRS418	NRS419	NRS420	NRS421		
Sampling Date		2015/11/18 14:00	2015/11/18 14:00	2015/11/18 14:00	2015/11/18 14:00		
COC Number		08413811	08413811	08413811	08413811		
	UNITS	4325-FH-PB12 WHITE LOCKER	4325-FH-PB13 WHITE 204	4325-FH-PB14 BEIGE 207	4325-FH-PB15 YELLOW 209	RDL	QC Batch
<b>Total Metals by ICP</b>							
Total Lead (Pb)	ug/g	<30	3.8	159	50.0	3.0	8126715
RDL = Reportable Detection Limit							

Maxxam ID		NRS422		NRS423	NRS424	NRS425		
Sampling Date		2015/11/19 14:00		2015/11/19 14:00	2015/11/19 14:00	2015/11/20 14:00		
COC Number		08413811		08413811	08413811	08413811		
	UNITS	4325-FH-PB16 BEIGE BMT	RDL	4325-FH-PB17 GREEN DOOR	4325-FH-PB18 RED CELLAR	4325-FH-PB19 YELLOW WR	RDL	QC Batch
<b>Total Metals by ICP</b>								
Total Lead (Pb)	ug/g	<60 (1)	60	2650	1570	382	3.0	8126715
RDL = Reportable Detection Limit								
(1) Detection limits raised due to insufficient sample volume.								

Maxxam ID		NRS426	NRS427	NRS428	NRS429		
Sampling Date		2015/11/20 14:00	2015/11/20 14:00	2015/11/20 14:00	2015/11/20 14:00		
COC Number		08413811	08413811	08413811	08413811		
	UNITS	4325-FH-PB20 WHITE STAIRS	4325-FH-PB21 GREY FLOOR	4325-FH-PB22 GREEN CONC	4325-FH-PB23 WHITE CER	RDL	QC Batch
<b>Total Metals by ICP</b>							
Total Lead (Pb)	ug/g	<3.0	<3.0	971	5.2	3.0	8126715
RDL = Reportable Detection Limit							

**SCHEDULE "C"****Base Building Improvements**

"Base Building Improvements" means the following, as set out in the report by Stantec Consulting Ltd. dated August 19, 2016 for Project #115616317:

Increase size of water pipe	\$50,000
Drainage piping	\$100,000
Roof replacement	\$50,000
Paint and repair siding	\$15,000
Upgrade stairs	\$15,000
Repair deck	\$5,000
Fire signage and alarm	\$10,000



**LAW DEPARTMENT**

File No.: LS-17-00263

**MEMORANDUM**

August 6, 2019

**TO:** Katrina Leckovic, City Clerk

**cc:** Sev Araujo, Manager - Commercial Operations  
 Tim Collins, Supervisor - Commercial Operations  
 Elvis Chan, Assistant Manager - Risk Financing & Loss Control

**FROM:** Natalie Coric, Solicitor, Law Department

**SUBJECT:** Sublease dated July 16, 2019 between City of Vancouver and RTD Canada Inc. dba Stanley Park Brewing Co. (the "Agreement")

Enclosed please find the above-noted Agreement for filing. Please note the following:

<b>TYPE OF AGREEMENT</b>	One (1) originally signed Agreement
<b>DATE OF AGREEMENT</b> (if this date is execution date and there is more than one date, use the latest date as the date of the agreement)	July 16, 2019
<b>PARTIES</b> (complete names)	City of Vancouver and RTD Canada Inc. dba Stanley Park Brewing Co.
<b>CIVIC ADDRESS</b> (no abbreviations - must be searchable)	8901 Stanley Park Drive
<b>LEGAL DESCRIPTION</b> (no abbreviations - must be searchable)	That part of the building situate at 8901 Stanley Park Drive containing the premises formerly operated as the Fish House in Stanley Park Restaurant, now known as the Stanley Park Brewing Restaurant and Brewpub
<b>EXPIRY DATE</b> (indicate "N/A" if there is no expiry date)	July 28, 2034 (including renewals)

{01210933v1}

Page 1

City of Vancouver, Law Department  
 453 West 12<sup>th</sup> Avenue  
 Vancouver, BC V5Y 1V4  
 Canada  
 Telephone: (604) 873-7512  
 Fax: (604) 873-7445

*Site/Delivery Address:*  
 401-515 West 10<sup>th</sup> Avenue  
 Vancouver, BC V5Z 4A8  
 Canada



<b>RETENTION DATE</b> (if there is an expiry date, fill in the date that the City Clerk may send this document to Records - usually one year after expiry date)	July 28, 2035
<b>REMINDER DATE</b> (if there are no expiry/retention dates, THIS MUST BE FILLED IN - the lawyer can help to determine when this agreement could possibly be sent to Records - City Clerks will use this date to remind us to review the agreement to determine whether it can be sent to Records)	
<b>WHO TO NOTIFY:</b> (this may be more than one person)  make sure you indicate the person's name, department (including division) and telephone number	Natalie Coric Solicitor, Law Department Phone: (604) 606-2674  Sev Araujo Manager - Commercial Operations Phone: (604) 257-8436  Tim Collins Supervisor - Commercial Operations Phone: (604) 257-8437  Elvis Chan Assistant Manager - Risk Financing & Loss Control Phone: (604) 829-4204
<b>FILE NUMBER</b> (Law Department file number)	LS-17-00263




---

Natalie Coric

NVC: rfs  
 Attachment

## SUBLEASE AGREEMENT

### 8901 STANLEY PARK DRIVE

THIS SUBLEASE AGREEMENT is dated for reference July 16, 2019,

BETWEEN:

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

(the "Landlord")

AND:

**RTD CANADA INC. dba STANLEY PARK BREWING CO.**  
a corporation having its main office at  
465 Fraser View Place  
Delta, British Columbia  
V3M 6H4

(the "Tenant")

**Premises:**

That part of the building situate at 8901 Stanley Park Drive containing the premises formerly operated as the Fish House in Stanley Park Restaurant, now known as the Stanley Park Brewing Restaurant & Brewpub.

**Term:**

Seven (7) years from the Commencement Date.

**Rent:**

Annual rent in an amount that is the greater of:

- (i) Basic Rent in an amount of \$200,000.00 per annum, plus GST; and
- (ii) Sales Rent, being the total of eight percent (8%) of that portion of Gross Revenue plus GST that constitutes food and beverage sales, ten percent (10%) of that portion of Gross Revenue plus GST that constitutes merchandise sales and six percent (6%) of that portion of Gross Revenue plus GST that constitutes Retail Beer sales (as defined herein),

plus payment in lieu of Property Taxes.

**Options to Renew:**

Two (2) options to renew: one option for an additional term of five (5) years and one further option for an additional term of three (3) years.

## INDEX

<u>ARTICLE I</u>	<u>Section</u>
Term	1.01
Licence to Use Licence Areas - <i>Intentionally Omitted</i>	1.02
Rent	1.03
Payments Generally	1.04
Utilities	1.05
Use of Premises and Landlord's Confirmations	1.06
Use of Deck	1.07
Permission to Use Public Washrooms	1.07(a)
Bike Service Station	1.07(b)
Conduct of Business	1.08
Prohibited Activities/Products	1.09
Continuous Operation	1.10
Interest on Arrears	1.11
Security Deposit	1.12
Taxes	1.13
Goods and Services Tax	1.14
Abatement of Rent - Base Building Improvements and Public Washroom Upgrades	1.15
Additional Base Building Improvements	1.16
 <u>ARTICLE II</u>	
Revenue Report	2.01
Accounting Procedures and Controls	2.02
Audited Revenue Reports	2.03
 <u>ARTICLE III</u>	
No Damage	3.01
Snow Removal from the Premises and Sidewalks	3.02
Alterations	3.03
Maintenance	3.04
Repairs to Premises	3.05
Repairs to Building	3.06
Landlord Not Obligated to Repair Premises	3.07
Liens and Encumbrances	3.08
Signage	3.09
Permitted Encumbrances	3.10
Identification of Tenant as Operator of Premises	3.11
 <u>ARTICLE IV</u>	
Limitation of Liability	4.01
Exclusion of Liability	4.02
Indemnification	4.03
 <u>ARTICLE V</u>	
Definitions	5.01
Suitability of the Premises	5.02
Tenant's Inspection of the Premises	5.03
Release and Indemnification	5.04

Removal of Hazardous Substances	5.05
Breach of Laws Relating to Hazardous Substances	5.06
Enquiries Pertaining to Hazardous Substances	5.07
Landlord's Inspection of Goods	5.08
Ownership Remains with Tenant	5.09
Environmental Covenants Survive Termination	5.10

ARTICLE VI

Tenant's Liability Insurance	6.01
Tenant's All Risk (Broad form) Property Insurance	6.02
General Requirements of Insurance	6.03
Evidence of Insurance	6.04
Appraisal Report	6.05
WorkSafeBC Coverage	6.06
Cost of Insurance - <i>Intentionally Omitted</i>	6.07

ARTICLE VII

Termination on Damage or Destruction	7.01
Repair of Damage or Destruction	7.02
Abatement of Rent if Damage or Destruction	7.03
No Effect on Repair Obligations	7.04
Tenant to Notify Promptly	7.05

ARTICLE VIII

Assignment	8.01
Subleasing	8.02
Restaurant Operator	8.02(a)
Assignment of Sub-Sublease Rent	8.03
Mortgaging by Tenant	8.04
Tenant Liable for Rent, Property Taxes Notwithstanding Mortgage	8.05
Mortgage subject to Landlord's Rights under Sublease	8.06
Notice to and Remedies of Mortgagee	8.07

ARTICLE IX

Bankruptcy	9.01
------------	------

ARTICLE X

Statutes and By-laws	10.01
Quiet Enjoyment	10.02
Performance of Obligations	10.03
Registration of Sublease	10.04
Landlord's Rules and Regulations	10.05

ARTICLE XI

Breach of Covenants	11.01
Distrain	11.02
Right to Re-let	11.03
Forfeiture	11.04
Remedies Generally	11.05
Expenses	11.06

Landlord May Remedy Tenant's Default	11.07
Security Agreement - <i>Intentionally Omitted</i>	11.08

ARTICLE XII

Vacant Possession	12.01
Trade Fixtures	12.02
Overholding	12.03

ARTICLE XIII

Showings/Inspections	13.01
Landlord's Access to Records	13.02
Emergency Access	13.03

ARTICLE XIV

First Option to Renew	14.01
Second Option to Renew	14.02

ARTICLE XV

Landlord Released	15.01
Tenant's Covenant	15.02
Status Statement	15.03

ARTICLE XVI

Delivery of Notices	16.01
Administration of Sublease	16.02
Covenants Survive Termination	16.03
Time is of the Essence	16.04
Captions and Headings	16.05
Interpretation	16.06
Joint and Several	16.07
Waiver	16.08
Entire Agreement	16.09
Governing Law	16.10
Severability	16.11
Relationship between Landlord and Tenant	16.12
Force Majeure	16.13
Permanent Public Park	16.14
Parking	16.15
No Promotion	16.16
Counterparts	16.17

SCHEDULE "A" -	Plan of Premises
SCHEDULE "B" -	Interior Floor Area
SCHEDULE "C-1" -	List of Base Building Improvements
SCHEDULE "C-2" -	List of Public Washroom Upgrades
SCHEDULE "C-3" -	List of Additional Base Building Improvements



WITNESSES THAT WHEREAS:

A. Pursuant to a perpetually renewable lease registered in the Vancouver/New Westminster Land Title Office under No. 22096H ("the **Primary Lease**"), His Majesty the King (the "**Federal Government**") is the lessor and the Landlord is the lessee of certain lands and premises situate in the City of Vancouver, Province of British Columbia, generally known as Stanley Park, which legal description is "Stanley Park" and parcel identifier is 016-019-067 under title number 863701 (the "**Lands**"), and which have been designated as permanent public park pursuant to the *Vancouver Charter*, S.B.C. 1953, c. 55;

B. Situate in the southerly portion of Stanley Park immediately north of Stanley Park Drive is a two-storey wood-frame building with a full basement (the "**Building**") which contains certain facilities which are operated by the Landlord and made accessible to the public (ie. public washrooms, tennis storage and pro-shop), along with a restaurant and ancillary space (including attached outdoor seating area) formerly operated as the "Fish House in Stanley Park Restaurant", which are to be subleased to the Tenant herein as the "**Premises**", and which are shown on the plans attached hereto as Schedule "A";

C. Following a request for proposals issued by the Landlord, the Tenant submitted a proposal to operate the Premises, and the Landlord accepted the Tenant's proposal, modified as agreed by the Landlord and Tenant;

D. The Landlord has agreed to grant a sublease ("**Sublease**") of the Premises to the Tenant for an initial term of seven (7) years with two (2) options to renew, being one (1) option for an additional term of five (5) years and one (1) further option for an additional term of three (3) years, as hereinafter provided;

E. The Tenant has agreed to supply all furniture, furnishings and equipment required for the proper and efficient operation of the Premises as a restaurant with accessory brewery and retail;

F. The Tenant has already been granted an exclusive licence to access the Premises pursuant to a Licence Agreement dated December 1, 2017 for the purpose of carrying out the work required under DP-2016-00837, BP-2017-04384 and BP-2017-05408 and other ancillary work, including the "**Base Building Improvements**" and the "**Public Washroom Upgrades**" which are described and defined in the Licence Agreement and, for ease of reference, at Schedules C-1 and C-2 hereof, and the "**Additional Base Building Improvements**" as defined in Schedule "C-3" hereof, with all such work collectively herein called the "**Licence Work**";

G. The Vancouver Board of Parks and Recreation, by resolution made at its meeting on November 3, 2016, resolved to sublease 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 sublease 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 subleases the Premises to the Tenant to have and to hold the same for and during a term of SEVEN (7) YEARS commencing on the Commencement Date (as defined in section 1.03) and expiring at 11:59 p.m. on the day immediately preceding the 7<sup>th</sup> anniversary of the Commencement Date (the "**Term**").

Section 1.02 Licence to Use Licence Areas - *Intentionally Omitted*

### Section 1.03 Rent

#### (a) Tenant Preparation Phase - Rent Free Period

- (i) Upon the Tenant commencing the installation of its furniture, finishings and equipment, the Tenant will be deemed to have taken possession of the Premises pursuant to his Sublease (such date being the "**Possession Date**"). The parties hereby confirm that the Possession Date is June 20, 2019. The Tenant will have a period of time commencing on the Possession Date to operationalize the Premises for the proper and efficient operation thereof as a restaurant with accessory brewing and retail (this period from and after the Possession Date is herein called the "**Tenant Preparation Phase**"), provided that the Tenant Preparation Phase will automatically terminate upon the earlier of:
1. the date upon which the Premises are in commercial operation and open to the public for the conduct of normal business; and
  2. the date that is two (2) months from the Possession Date.
- (ii) During the Tenant Preparation Phase, the Tenant will not be required to pay Rent (as hereinafter defined), but the Tenant will be required to comply with and observe all other terms of this Sublease including, without limitation, the Tenant's obligation to obtain and maintain the insurance in section 6.01 and to pay the Landlord all charges, rates and levies on account of utilities including heat, electricity, gas, water, garbage collection, telephone and all other expenses and outgoings relating to the Premises for the Tenant Preparation Phase, upon request from the Landlord and based on applicable adjustments and bill backs from the Landlord, and shall be due on the due date indicated in the applicable invoice from the Landlord, but such due date shall not be earlier than 30 days from the date the Landlord sends such invoice to the Tenant. Rent will become payable upon the date immediately following the last day of the Tenant Preparation Phase (the "**Commencement Date**"). The parties hereby confirm that the Commencement Date is JULY 29, 2019.

#### (b) Rent

Subject to Section 1.15, from and after the Commencement Date, the Tenant hereby covenants and agrees with the Landlord that the Tenant will pay to the Landlord during the remainder of the Term, without prior demand or any deduction or set off whatsoever except as set out in Section 1.15 of this Sublease, rent for each year of the Term (each, a "**Sublease Year**") that is an amount equal to the GREATER OF:

- (i) basic rent (the "**Basic Rent**") for each Sublease Year to be paid on a monthly basis as follows:
- (1) the annual sum of Two Hundred Thousand Dollars (\$200,000.00) plus GST payable in equal monthly instalments of \$16,666.67 plus GST, starting on the Commencement Date and thereafter on the 1st of every month;
  - (2) if the first option to renew this Sublease is exercised, then starting on the 1<sup>st</sup> day of the First Renewal Term (as defined in Section 14.01) and continuing for each Sublease Year for the remainder of the First Renewal Term, the annual sum determined pursuant to Section 14.01 plus GST, payable in equal monthly instalments, on the 1<sup>st</sup> of every month;
  - (3) if the second option to renew this Sublease is exercised, then starting on the 1<sup>st</sup> day of the Second Renewal Term (as defined in Section 14.02) and continuing for each Sublease Year of the remainder of the Second Renewal

Term, the annual sum determined pursuant to Section 14.02 plus GST, payable in equal monthly instalments, on the 1<sup>st</sup> of every month;

and:

- (ii) sales rent (the “Sales Rent”) for each Sublease Year, to be paid annually, which will be the amount which is equal to:
  - (1) eight percent (8%) of that portion of Gross Revenue plus GST which constitutes food and beverage sales (including concession sales but excluding sales of Retail Beer and on-site brewery sales to the restaurant);
  - (2) ten percent (10%) of that portion of Gross Revenue plus GST which constitutes merchandise sales; and
  - (3) six percent (6%) of that portion of Gross Revenue plus GST which constitutes sales of Retail Beer (as defined below),

for each month of each Sublease Year, provided that:

“Gross Revenue” means the entire amount of the total sale prices whether for cash or credit of all sales of food, beverages (including alcoholic beverages), merchandise and Retail Beer (as defined below), and the entire amount of all other receipts from all of the food service operations including any takeout or catering service operations, and includes all receivables whatsoever of all business conducted at, in, on or from the Premises by the Tenant and any affiliate of the Tenant, including receipts and receivables in respect of services provided at the Premises even though the orders for such services are not made at or through the Premises, but excluding:

- (1) income derived from meals provided to staff;
- (2) gratuities from patrons;
- (3) all sums collected and paid out for any direct retail sales tax imposed by any government authority, including GST and PST;
- (4) the “free” food portion of any bona fide coupon promotion, public relations or promotional program applicable to the food services operations, including Entertainment Book, Solid Gold, Gastronomic, Budget Rent-A-Car or any other discount promotion applicable to the food services operations;
- (5) proceeds of insurance in reimbursement of any losses, damages or claims suffered by the Tenant, except for reimbursement for loss of revenue which will be included in Gross Revenue; and
- (6) refunds to patrons, excluding refunds to patrons for parking validation, which will not be deducted from Gross Revenue.

“Retail Beer” means beer that is pre-filled or bottled on site and sold for off-site consumption (whether actually consumed on or off site), but for purposes of Sales Rent, excludes wholesale sales to Stanley Park licensees for re-sale.

For clarity, for each Sublease Year, the Tenant will pay the Landlord the Basic Rent on a monthly basis as outlined above and will pay the difference between the Sales Rent and the Basic Rent on an annual basis on or before 90 days after the end of the applicable Sublease

Year, which payment will be accompanied by a Revenue Report prepared and submitted in accordance with Section 2.01. Provided that upon the expiry or earlier termination of this Sublease, such payment will be made within 60 days of the date of expiry or earlier termination and accompanied by a Revenue Report prepared and submitted in accordance with Section 2.01.

For further clarity, each monthly payment by the Tenant will include, in addition to the Basic Rent, an amount in lieu of Property Taxes as defined and further set out in Section 1.13.

The Basic Rent or the Sales Rent (the “Rent”) together with any additional rent payable by the Tenant is hereinafter referred to as “rent” in this Sublease. All Rent and additional rent payable hereunder shall be deemed to accrue from day to day. If for any reason it is necessary to calculate for irregular periods of less than one month or at some other interval, an appropriate pro-rata adjustment shall be made on a daily basis in order to compute Rent and additional rent payable for such irregular period.

#### Section 1.04 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Sublease 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, except as set out in Section 1.15 of this Sublease, via direct deposit using such details as provided by the Landlord to the Tenant or such other place or medium as the Landlord and Tenant may mutually agree upon from time to time in writing;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit;
- (d) deemed to be rent, in partial consideration for which this Sublease 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; and
- (e) deemed to accrue from day to day, and if for any reason it becomes necessary to calculate for irregular periods of less than one month or at some other interval, an appropriate pro-rata adjustment will be made on a daily basis in order to compute rent for such irregular period.

#### Section 1.05 Utilities

The Tenant will promptly pay when due all charges, rates and levies on account of utilities including heat, electricity, gas, water, garbage collection, telephone, internet and cablevision and all other expenses and outgoings relating to the Premises which, wherever possible, are to be calculated and payable by way of separate meters or billing arrangements with the service provider and, upon request, the Tenant will provide the Landlord with receipts evidencing such payments. Invoicing of those utilities for which separate meters have been installed for the Premises will be based on actual consumption plus applicable taxes.

#### Section 1.06 Use of Premises and Landlord’s Confirmations

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 for a restaurant with accessory brewing and retail, which includes a brewery portion plus a food primary portion and a liquor primary portion, with the appropriate liquor licences and endorsements as determined in consultation with the BC Liquor and Cannabis Regulation Branch (“LCRB”); catering, sales of merchandise and Retail Beer; a takeout window; an ancillary office and a bike servicing station (altogether, the “Permitted Use”). Without limiting the generality of the foregoing, the Tenant will not at any time suffer, permit or allow any person to:

- (a) use the Premises and the Tenant's equipment on the Premises in connection with any operations not deemed by the Landlord, acting reasonably, to be part of the on-site operation of the restaurant and brewery and the other uses specified above; or
- (b) 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 inordinately offensive odours (not ordinarily associated with the Tenant's intended use of the Premises as a restaurant with accessory brewing and retail) to emanate from any part of the Premises.

The Landlord confirms 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 1.06 affects the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to section 10.01 of this Sublease.

The Landlord confirms that, to the best of its knowledge, the Primary Lease is in good standing. The Tenant acknowledges that the Landlord has not sought or obtained any approvals from the Federal Government under the Primary Lease. If the Tenant is not able to obtain the requisite licenses to use and occupy the Premises for the Permitted Use, or having obtained such licenses the Tenant is not able to maintain any of them solely due to lack of any Federal Government approvals under the Primary Lease, the Tenant will have the right to terminate this Sublease on notice to the Landlord. If the Tenant gives such notice of termination to the Landlord, the Tenant's liability for rent will end as of the date of such notice and the parties will have no further rights or obligations hereunder other than those obligations which have accrued to the date of such notice.

#### Section 1.07 Use of Deck

The Tenant will not use or occupy, nor suffer or permit the use of the outdoor seating area or any part thereof for any purpose other than for outdoor seating for the restaurant portion operated on the upper level of the Premises, subject to the approval and requirements of the LCRB.

#### Section 1.07(a) Permission to Use Public Washrooms

The Landlord hereby permits the Tenant and its customers and invitees to access and use the public washrooms located at the rear of the Building, provided that such use is reasonable.

#### Section 1.07(b) Bike Service Station

The Tenant will provide a bike service station (which will include air and water filling stations and tire patch kits) along the northeast-facing exterior wall of the Premises for use by the public, and will be solely responsible for the costs of supplying, repairing and maintaining the same.

#### Section 1.08 Conduct of Business

The Tenant agrees that the following will apply to the conduct of the business at the Premises:

- (a) the Tenant will manage and operate the restaurant and accessory brewery in an efficient and professional manner, including maintaining an inventory of food, goods and supplies as may be necessary and appropriate for the efficient operation of the restaurant and accessory brewery and supplying all necessary working capital for the effective operation of all services;
- (b) the Tenant will operate the restaurant portion in a manner that caters to families and people of all ages, subject to any restrictions in any of the liquor licenses issued to the Tenant by the LCRB for the Premises, and will obtain the prior written approval of the Landlord for any change to the style of service to customers;

- (c) the Tenant will not apply for nor request any change to any liquor licences for the site without the consent of the Landlord, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Landlord agrees and acknowledges that the Tenant has applied to the LCRB for a liquor primary licence (together with a catering endorsement, a family foodservice term and condition, and an off-premise sales endorsement) and a food primary licence (together with a catering endorsement) for the restaurant portion of the site, and a manufacturer (brewer) license (together with an on-site store endorsement) for the brewery portion of the site;
- (d) the Tenant will operate the restaurant and accessory brewery year-round with hours of operation as approved by the LCRB and set out in the Tenant's City of Vancouver liquor license;
- (e) the Tenant will ensure that its employees will be at all times of neat, clean and professional appearance;
- (f) at the reasonable request of the Landlord, the Tenant will attend any meeting requested by the Landlord to deal with concerns of the surrounding neighbourhood;
- (g) within 6 months of the third anniversary of the Commencement Date and within 6 months of every third anniversary thereafter, the Tenant, at its cost, will engage a professional inspection company approved by the Landlord acting reasonably to conduct a maintenance inspection of the Building to determine the condition of the Building, including, without limitation, the structural, mechanical and electrical elements of the Building and the finishes inside and outside of the Building, and the Tenant will promptly provide to the Landlord a copy of that company's report, and the Landlord and the Tenant in accordance with their respective repair and maintenance obligations set out in Sections 3.05 and 3.06 will promptly implement or cause to be implemented all of the recommendations contained in such report, and in any event will have implemented or will have caused to be implemented all of such recommendations within 6 months of the Tenant's receipt of such report or within such period of time as both parties mutually agree upon in writing, acting reasonably, with the cost of such repairs being paid by the Landlord and Tenant in accordance with their respective repair and maintenance obligations set out in Sections 3.05 and 3.06 of this Sublease.

#### Section 1.09 Prohibited Activities/Products

The Tenant acknowledges and agrees that its business in the Premises is being conducted within a City park and that therefore the Tenant must conduct its business in and from the Premises in a manner consistent with the best interests of Stanley Park as a whole, as determined from time to time by the Landlord, and the following will apply:

- (a) *intentionally deleted*;
- (b) the Tenant will not permit the use of the Premises for any of the following businesses or activities:
  - (i) sale of firecracker or fireworks of any kind;
  - (ii) any gambling device or game of chance or gambling whatsoever;
  - (iii) an auction, flea market, pawn shop, bulk sale, liquidation sale, distress sale, going-out-of-business sale, bankruptcy sale, sheriff's sale, receivership sale, or any other sale which in the Landlord's opinion suggests that business operations are to be discontinued in the Premises; and
  - (iv) the sale or supply of any service which would, in the Landlord's opinion reasonably held:
    - (1) tend to lower the high quality character of the restaurant and accessory brewery being operated in the Premises;

- (2) constitute unethical, deceptive or fraudulent advertising, dishonest procedures or practices;
  - (3) be objectionable; or
  - (4) be a nuisance; and
- (c) except for the Premises, the Tenant will not, without the prior written consent of the Landlord that is given to either the Tenant or to the event host/organizer for an event that the Tenant is sponsoring, use any part of Stanley Park, including any other area outside the Premises, for merchandising displays, decorations, signs, entertainment and structures (including, without limitation, kiosks, carts and other installations), permanent or otherwise, including for example, catering or special features of non-commercial or commercial activities.

#### Section 1.10 Continuous Operation

From and after the date upon which both the restaurant and brewery are in commercial operation and open to the public for the conduct of normal business, the Tenant will continuously, actively and diligently operate the restaurant and accessory brewery in the Premises during the Term.

#### Section 1.11 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 Sublease, "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 Sublease. The Tenant will also pay the Landlord's standard charge levied on N.S.F. cheques.

#### Section 1.12 Security Deposit

The Landlord may require that the Tenant will lodge with the Landlord a security deposit of FIFTY THOUSAND DOLLARS (\$50,000.00). At all times the deposit will stand charged with a lien in favour of the Landlord which will be in priority to any claims of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. The Landlord may satisfy any claims it may have against the Tenant arising hereunder, whether liquidated or otherwise, by forthwith applying the deposit or any portion thereof to payment of such claims. In the event that the Landlord appropriates all or any portion of the deposit in payment of such claims, the Tenant will forthwith replenish the deposit upon notice from the Landlord and failing such replenishment the Landlord may terminate this Sublease. Subject to any claims by the Landlord, upon termination of this Sublease the balance of the deposit will be remitted to the Tenant PROVIDED HOWEVER no interest will be payable on the deposit. The Landlord will not be obliged to apply any or all of the deposit to any claims it may have against the Tenant before terminating this Sublease or having recourse to any other remedy. The deposit will not be refundable upon assignment. The assignor and assignee between themselves will make whatever adjustment they deem appropriate.

#### Section 1.13 Taxes

Notwithstanding the preceding terms of this Sublease, in addition to Rent, the Tenant will pay monthly as additional rent in each and every month of the Term a sum on account of the annual general, school and

local improvement charges and taxes and any charges and taxes levied under or by virtue of the *Hospital District Finance Act*, R.S.B.C. 1996, c. 203, as amended or substituted from time to time, the *Municipal Finance Authority Act*, R.S.B.C., 1996, c. 325, as amended or substituted from time to time, and any and all other statutes, laws, enactments, regulations and ordinances of the federal or provincial governments or other competent authority, or any modifications or re-enactments thereof which, except for any exemption allowed by law, would in the ordinary course have been lawfully imposed against the Premises, and against all machinery in and about the Premises for each year of the Term (the "Property Taxes"), as follows:

- (a) for the period commencing on the Commencement Date and ending on December 31 of that same calendar year, an amount based on the mill rate applicable to similar businesses in Vancouver (which, in 2018 was \$10.85419) multiplied by the agreed-upon number of taxable square feet within the Premises, prorated for the portion of the calendar year;
- (b) for the remaining calendar years of the Term and the portion of the remaining calendar year until the expiry of the Term, and thereafter for the remaining calendar years of any renewal term and the portion of the remaining calendar year until the expiry of the renewal term(s), the Landlord will review and, if necessary, revise effective January 1st in each such calendar year the rate for calculation of Property Taxes to reflect any change in property tax assessments for similar businesses in Vancouver;
- (c) Property Taxes will be paid monthly and the Tenant will, for each month of the Term, pay to the Landlord an amount equal to one-twelfth of the Property Taxes for the calendar year, such amount to be paid on or before the 1st day of the month;
- (d) at the option of the Landlord, the Landlord may require that the Property Taxes be paid semi-annually in two lump sums on dates to be specified by the Landlord; and
- (e) for purposes of section 1.13(a), the number of taxable square feet within the Premises is agreed to be 9,485 square feet, being the income-producing area of the Premises, as reflected in the plans set out at Schedule "B".

Should the Premises or any portion thereof or any trade fixtures or chattels therein for any reason become subject to direct taxation, then the Tenant will pay all such taxes directly to the collecting authority instead of an amount in lieu of Property Taxes as part of rent hereunder.

#### Section 1.14 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 Sublease, 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, but excluding any taxes personal to the Landlord or dependent on the income or capital of the Landlord. Any loss, costs, charges and expenses which relate to such taxes, rates, levies and assessments suffered by the Landlord may be collected by the Landlord as additional rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

#### Section 1.15 Abatement of Rent - Base Building Improvements and Public Washroom Upgrades

Upon completion of the Base Building Improvements (as generally described in Schedule "C-1") and Public Washroom Upgrades (as generally described in Schedule "C-2") to the satisfaction of the Landlord, acting reasonably, the Tenant will provide the Landlord with invoices for the work and the Landlord will reimburse the Tenant for the actual cost of the Base Building Improvements up to a maximum value of \$245,000 + GST and the actual cost of the Public Washroom Upgrades up to a maximum value of \$200,000 + GST, all by way of abatement of rent over the first three (3) years of this Sublease. Such abatement will be provided generally as follows: the total actual cost of the Base Building Improvements and Public



Washroom Upgrades, including GST, will be divided by 36, and the resulting amount will be deducted from the Tenant's monthly payments of Basic Rent once the total actual costs are determined.

#### Section 1.16 Additional Base Building Improvements

As the Tenant is causing to be carried out the Additional Base Building Improvements (as defined in Schedule "C-3") on behalf of the Landlord, the Landlord shall, upon completion of the Additional Base Building Improvements to the satisfaction of the Landlord, acting reasonably, and upon its receipt of invoices for the work from Panther Creative Inc. ("Panther"), the contractor hired by the Tenant to perform the Licence Work (including the Additional Base Building Improvements on behalf of the Landlord), pay Panther directly for the cost of the Additional Base Building Improvements in accordance with the payment terms contained in such invoices.

### ARTICLE II

#### Section 2.01 Revenue Report

The Tenant will deliver to the Landlord the following Revenue Reports during the Term:

- (a) a Revenue Report for each Sublease Year, to be delivered on or before 90 days after the end of the Sublease Year, together with the balance of the Rent payable if such Revenue Report indicates that, based on the Gross Revenue for the Sublease Year, the amount owing on account of the Rent exceeds that paid for that Sublease Year pursuant to section 1.03;
- (b) within 60 days of the date of the expiry or earlier termination of this Sublease, a Revenue Report for the period between the most recently submitted Revenue Report for a Sublease Year and the date of expiry or earlier termination, together with the balance of the Rent payable if such Revenue Report indicates that, based on the Gross Revenue for that period, the amount owing on account of the Rent exceeds that paid for such period pursuant to section 1.03; and
- (c) "Revenue Report" means a report on revenue collected by the Tenant from the business at the Premises, provided by the Tenant to the Landlord, which report must:
  - (i) be in writing and certified by its author as being complete and true as to its contents;
  - (ii) indicate both the actual revenue and the Gross Revenue collected by the Tenant from the business at the Premises for all of the reporting period and separately indicate:
    - A. the value of all meals and other products and services at the Premises provided to staff of the Tenant;
    - B. the value of all meals and other products and services at the Premises provided for promotional purposes;
    - C. all refunds to patrons;
    - D. the Gross Revenue derived from the sit down restaurant service (if any); and
    - E. the Gross Revenue derived from the take out service; and
  - (iii) indicate the Rent for the reporting period based on the Gross Revenue from the business at the Premises.

#### Section 2.02 Accounting Procedures and Controls

The Tenant will maintain a commercially reasonable standard of internal accounting procedures and controls over all revenues collected by the Tenant in the operation of the business at the Premises

and will ensure that all revenues collected with respect to the business at the Premises are clearly and accurately accounted for in accordance with the terms of this Sublease. The Tenant will maintain records for the business at the Premises which are separate from the records which the Tenant maintains for other businesses conducted by the Tenant.

### Section 2.03 Audited Revenue Reports

The Tenant will, at its expense, prepare and submit to the Landlord an audited Revenue Report for each Sublease Year during the Term and the following will apply:

- (a) such audited Revenue Report must be submitted on or before 90 days after the end of the Sublease Year and for any partial Sublease Year to the expiry or earlier termination of this Sublease, within 90 days of such expiry or earlier termination;
- (b) the audit 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 acting reasonably;
- (c) the audit report must be unqualified and state that the auditor has examined the Revenue Report and that such examination included a general review of the Tenant's accounting procedures and such tests of the Tenant's books and records and other supporting evidence as the auditor considers necessary in the circumstances and must be in the form recommended by the Canadian Institute of Chartered Accountants for such an engagement;
- (d) the audit report must be supplemented by a management letter prepared by the auditor that states whether the Revenue Report presents fairly and accurately the Gross Revenue for that reporting period in accordance with the provisions of this Sublease and generally accepted accounting principles applied on a basis consistent with that used for the immediately preceding Sublease Year, if any, or, if the Revenue Report is inaccurate, sets out the correct Gross Revenue for that reporting period and identifies and comments on any internal control weaknesses regarding the collection and reporting of revenue and, if no such weaknesses are identified, the audit report must be supplemented by a letter from the auditor in which this is indicated;
- (e) the Tenant will retain possession of all documents pertaining to the business at the Premises or at the Tenant's head office in the Province for not less than 7 years;
- (f) the Landlord reserves the right to:
  - (i) audit the books, records and accounts of the Tenant with respect to the business at the Premises at any reasonable time and the Tenant will make available to the Landlord, at any reasonable time, all documents pertaining to the operation of the business at the Premises; and
  - (ii) require that the Tenant submit audited financial statements of the Tenant, but only with respect to the Tenant's business at and from the Premises and not all other businesses conducted by the Tenant, for each Sublease Year during the Term, and the requirements with respect to the audited Revenue Reports set out in this section 2.03 will apply to such audited financial statements; PROVIDED that the Landlord may accept a review engagement of the Tenant's financial statements for every other Sublease Year in lieu of requiring audited financial statements for every Sublease Year;
- (g) if any audit conducted by the Landlord discloses that the actual Gross Revenue for any Sublease Year is greater by 2% or more than that disclosed by the financial statements provided by the accountant for the Tenant, the Tenant will pay the cost of such audit forthwith on demand by the Landlord; and
- (h) if any audit conducted by the Landlord discloses that the actual Gross Revenue for any Sublease Year is greater by 5% or more than that disclosed by the financial statements provided by the

accountant for the Tenant, and if in the reasonable opinion of the General Manager of the Park Board the misstatement of Gross Revenue is intentional, the Landlord, in addition to its other rights in this Sublease, may terminate this Sublease on 30 days' written notice to the Tenant.

### ARTICLE III

#### Section 3.01 No Damage

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

#### Section 3.02 Snow Removal from the Premises and Sidewalks

The Tenant covenants that it will keep the Premises clear of snow and ice and will keep the adjacent sidewalks, if any, 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 Premises 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 3.03 Alterations

The Tenant will not carry out or cause to be carried out any additions, renovations or alterations to the Premises or to the structure, plan or partitioning of the Premises, or alteration of the lighting or exterior signage of the Premises or alterations or additions to the plumbing, piping, wiring or HVAC systems for 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 Sublease. All such works will be performed in a good and workmanlike manner so as not to cause any unreasonable interference with the lawful use by any person of the Building or any part thereof and, unless otherwise expressly stated herein, shall be performed 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.

All such work shall be subject to the reasonable regulations, controls and inspection of the Landlord, including the City of Vancouver's *Building By-law No. 10908* and amendments thereto, and any work made by the Tenant without the prior written consent of the Landlord or which is not made in accordance with any drawings and specifications approved by the Landlord or its consultants or otherwise in accordance with the foregoing shall, if requested by the Landlord, be promptly removed by the Tenant at the Tenant's expense and the Premises restored to their previous condition. Failing such removal, the Landlord shall be entitled to remove the same forthwith without notice and at the Tenant's sole cost and expense. If any such work will affect the structure or the heating, electrical, air conditioning or mechanical systems of the Premises or any other part of the Building, such work shall, at the option of the Landlord, be performed only by the Landlord or its contractors, at the Tenant's sole cost and expense. From time to time during the course of such work, the Tenant shall pay to the Landlord, upon demand, reasonable fees of any architectural and engineering consultants reasonably retained by the Landlord in respect of the work. No such work shall be permitted which, in the Landlord's reasonable opinion, may weaken or endanger the structure or adversely affect the condition or operation or appearance of the Premises, or the Building.

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 Sublease) will affect the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to section 10.01 of this Sublease.

### Section 3.04 Maintenance

The Tenant will maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times and will clean the Premises daily and will redecorate the interior of the Premises at reasonable intervals, and the following will apply:

- (a) the Tenant will not obstruct the hallways, entrances, stairways and driveways leading to the Premises or suffer same to be used by the Tenant's employees or invitees for any purpose other than ingress to and egress from the Premises, and the Tenant agrees not to place in the hallways, entrances, stairways and driveways any waste paper, dust, garbage, refuse or anything whatsoever that would tend to make such areas appear untidy or filthy;
- (b) the Tenant will at all times and at its own expense, keep, repair, maintain and replace as necessary, any planters that it may install adjacent to the Building in accordance with DP-2016-00837, BP-2017-04384 and BP-2017-05408 (as shown on Schedule "A, and, except for the Landlord's or its agent's negligence or willful misconduct, will take on all responsibility and liability associated with the existence thereof;
- (c) the Tenant will employ the services of a commercial garbage and refuse removal company or that service provided by the City and will ensure that refuse, garbage and solid waste is removed as required in order to maintain the cleanliness of the Premises; and
- (d) the Tenant will follow good environmental practices whenever possible; and conform to the Landlord's policies that are in use at other similar operations.

### Section 3.05 Repairs to Premises

The Tenant will, at the Tenant's sole expense, keep and maintain the Premises and all signs and all leasehold improvements installed by the Tenant in or around the Building in good repair as would a reasonable and prudent owner of such premises (including, without limitation, wiring, piping, lighting and plumbing fixtures, operating equipment, as well as the electrical, plumbing, sprinkler, sewage, heating, ventilating and air-conditioning systems within the Premises), reasonable wear and tear excepted, and the Landlord will have access to the Premises upon reasonable prior notice for purpose of inspection during normal business hours and the Tenant will repair according to notice. The Tenant will be responsible, at its cost, for installing and maintaining any systems, including fall protection systems on the roof of the Premises if so required, which may be required for the Tenant to carry out inspections, repairs and maintenance.

Without limiting the generality of the foregoing, the Tenant will, at its sole expense, maintain and repair all materials and finishes in the interior of the Premises (excluding landscaping) and the building envelope, including without limitation painting, sealing, staining and weather-proofing the exterior of the Premises and promptly replacing 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 fails to commence repairs and diligently prosecute same to completion within 30 business days after receipt of notice from the Landlord requiring repairs, and if such failure continues for more than 5 business days after receiving a notice from the Landlord about such failure, 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 3.06 Repairs to Building

Without in any way limiting the Landlord's and Tenant's obligations, rights and remedies contained elsewhere in this Sublease, during the Term, the Landlord is responsible for:

- (i) all repairs to and replacements of the structural elements of the Building, including, without limitation, the foundations, load-bearing walls and load bearing floors; and
- (ii) in connection with the roofs and exterior decks forming part of the Premises, the Landlord's obligation to be responsible for repairs to the structural elements shall mean replacement and repair of the roof and deck base (for example, wood, steel or concrete) but does not include replacement or repair of the roof and deck systems.

The Tenant is responsible, at its sole cost, for:

- (iii) the repair and replacement of all materials above the roof and deck base of the Premises used to waterproof and/or insulate and retard water;
- (iv) adequately protecting the structural elements of the Building located on the Premises; and
- (v) any repair to or replacement of the structural elements of the Premises required due in whole or in part to the Tenant's failure to meet its obligations contained in section 3.05 above.

#### Section 3.07 Landlord Not Obligated to Repair Premises

Pursuant to this Sublease, save and except as otherwise specifically set out herein, the Landlord will not be obliged to make any repairs or alterations to the Premises, and the Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises and all expenses related thereto.

#### Section 3.08 Liens and Encumbrances

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

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 against title to the Premises, the Tenant will, within thirty (30) 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, or otherwise posting security as may be satisfactory to the Landlord. 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 Sublease.

The Tenant will be entitled to grant in favour of a Mortgagee (as defined in section 8.04) a security interest in this Sublease and the Tenant's subleasehold improvements, inventory, fixtures, equipment and trade fixtures, in accordance with section 8.04.

### Section 3.09 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), in Stanley Park (other than the inside of the Premises), 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. The Tenant shall, at its own cost, but with the prior written approval of the General Manager of the Landlord first had and obtained, display on the Premises the name of the brew pub by way of a sign of such size, colour, shape and form as stipulated by the General Manager of the Landlord.

### Section 3.10 Permitted Encumbrances

The Tenant and the Landlord covenant and agree that, during the Term, the Tenant, at its expense, will perform and observe all of the obligations of the Landlord and may enjoy all of the rights of the City as Landlord (but not those rights of the City in its regulatory capacity) set out in those charges registered on title to the Lands as of the Commencement Date (the “Permitted Encumbrances”) to the extent applicable to the Premises and the Tenant’s use thereof and any other charges specifically approved in writing by the Landlord and agreed by the Tenant or required to be entered into as a prior-to issuance condition of development permit or building permit issuance for the Tenant’s benefit. None of the Permitted Encumbrances will merge or be deemed to have merged with the Landlord’s title to the Lands, and accordingly all Permitted Encumbrances will be deemed to be in full force and effect. The Landlord will execute such documents as might reasonably be requested by the Tenant to enable it to comply with its obligations and to enjoy its rights in respect of the Permitted Encumbrances. The Tenant further covenants and agrees with the Landlord that if the City exercises any of its rights in its regulatory capacity under the Permitted Encumbrances, such exercise will not be a breach of the Landlord’s covenant for quiet enjoyment.

### Section 3.11 Identification of Tenant as Operator of Premises

The Tenant will throughout the Term and any renewal hereof take all reasonable steps to inform the public that the Tenant is the operator of the Premises as an independent contractor and not as employee or agent of the Landlord. The Tenant shall not change the name of the restaurant and associated brewery operated within the Premises from Stanley Park Brewing Restaurant & Brewpub or advertise any name for the Premises other than Stanley Park Brewing Restaurant & Brewpub without the prior written approval of the Landlord, which approval will not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Landlord’s consent will not be required to change the name to, or advertise the name of the Premises as “Stanley Park Brewing” or any version of such name that is approved by the LCRB for use by the Tenant with respect to the Premises.

The Tenant will not use any other trade names for the Premises in any medium, including, without limitation, print, radio, internet or television advertisements, or register any internet domain names for the Premises, without the prior written approval of such trade or domain names by the Landlord, which approval will not be unreasonably withheld or delayed. For greater certainty, Landlord approval will not be required for any trade names that primarily use “Stanley Park Brewing” or any version of such name that is approved by the LCRB for use by the Tenant with respect to the Premises in any medium contemplated in the foregoing.

## ARTICLE IV

### Section 4.01 Limitation of Liability

The Landlord and its officials, 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 Sublease or otherwise, unless resulting from the negligence of the Landlord or those for whom the Landlord is responsible at law.

#### Section 4.02 Exclusion of Liability

The Landlord and its officials, 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 any other cause, to supply adequate drainage, or by interruptions for any reason of any utility or other services, including without limitation heating, plumbing and electrical services, or by steam, water, rain, snow, or other substances leaking, entering, issuing or flowing onto or into any part of the Premises or by reason of breakage or want of repair of any pipes, plumbing, equipment or other machinery serving the Premises; or
  - (ii) however caused, if the Landlord or its officials, 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 other 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 4.03 Indemnification

The Tenant agrees to indemnify and save harmless the Landlord and its officials, 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 officials, 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 Sublease, PROVIDED HOWEVER the Tenant's covenant to indemnify and save harmless the Landlord and its officials, officers, employees and agents will not apply to the extent that the loss or damage is caused by negligence or willful misconduct on the part of the Landlord or its officials, officers, employees and agents.

### ARTICLE V

#### Section 5.01 Definitions

In this Sublease, the following words and expressions will have the following meanings:

- (a) "**Environment**" has the meaning given to it in the *Canadian Environmental Protection Act, 1999* (Canada) as of the date of this Sublease;
- (b) "**Hazardous Substances**" means any Substance capable of creating harm to people, property and/or the Environment including, without limitation, any flammable liquids, flammable or reactive solids, oxidizers, poisons, gases (compressed, liquefied or dissolved), explosives, radioactive materials, ureaformaldehyde, asbestos materials, underground tanks, compounds known as chlorobiphenyls or polychlorinated biphenyls (PCBs), Pollutants, contaminants, hazardous, corrosive or toxic Substances, Hazardous Waste, Waste or waste of any kind, including, without limitation, any Substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is prohibited, controlled, regulated or licenced by any federal, provincial or municipal authority;
- (c) "**Hazardous Waste**" has the meaning given to it in the *Environmental Management Act, S.B.C. 2003, c. 53*, as amended or substituted from time to time;
- (d) "**Medium**" means any land, water or air and includes the Premises;
- (e) "**Pollute**" is a verb which means to Release into or onto any Medium any Substance that:
  - (i) alters the physical, biological or chemical nature of that Medium;
  - (ii) alters the capacity of the Medium to support any living thing, whether animal or plant life;
  - (iii) injures or is capable of injuring the health or safety of a person in, on or near the Medium;
  - (iv) injures or is capable of injuring property or any life form in, on or near the Medium;
  - (v) interferes with or is capable of interfering with visibility or the dispersion of light or any photochemical activity within the Medium;
  - (vi) interferes with or is capable of interfering with the normal conduct of business in, on, near or from the Medium;
  - (vii) causes or is capable of causing physical discomfort to a person in, on or near the Medium;
  - (viii) damages or is capable of damaging the Environment; or
  - (ix) is Hazardous Waste,
 and "**Polluted**" is an adjective, and "**Pollution**" and "**Pollutant**" are nouns, which have meanings that correspond to the meaning contained in this paragraph;
- (f) "**Release**" includes release, spill, leak, pump, pour, dump, abandon, emit, empty, discharge, spray, inoculate, deposit, seep, throw, place, exhaust, inject, escape, leach, dispose, infuse or introduce;
- (g) "**Substance**" has the meaning given to it in the *Canadian Environmental Protection Act, 1999* (Canada) as of the date of this Sublease; and
- (h) "**Waste**" has the meaning given to it in the *Environmental Management Act, S.B.C. 2003, c. 53*, as amended or substituted from time to time.

#### Section 5.02 Suitability of the Premises

The Tenant acknowledges and agrees that, except as provided in section 1.06, the Landlord, either itself or through its officials, officers, employees or agents, has not made and the Tenant has not relied upon any representations or warranties from the Landlord or its officials, officers, employees or agents as to:



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

#### Section 5.03 Tenant's Inspection of the Premises

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

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

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

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

#### Section 5.04 Release and Indemnification

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

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

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

#### Section 5.05 Removal of Hazardous Substances

The Tenant will not bring upon the Premises or any part thereof, or cause or suffer the bringing upon the Premises or any part thereof, any Hazardous Substances, except those that are required by the Tenant for day to day maintenance of the Premises or those that are required by the Tenant to use the Premises for the Permitted Use, including, but not limited to such substances that Tenant requires to use for the operation of its restaurant and brewery, including its brewery, food primary and liquor primary

portions, and then only in reasonable quantities, only if such Hazardous Substances are not prohibited by any federal, provincial or municipal authority, and only if such use is in compliance with all statutes, by-laws, regulations or orders relating to Hazardous Substances. If at any time there is any Hazardous Substances upon the Premises or a part thereof in breach of this covenant, the Tenant will, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Article;
- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord verification of the complete and proper removal of the Hazardous Substances from the Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this section 5.05.

#### Section 5.06 Breach of Laws Relating to Hazardous Substances

Without limiting the generality of section 5.05, the Tenant will immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence under or a breach of any statutes, by-laws, regulations or orders from time to time enforced relating to Hazardous Substances, and at its own cost and expense, comply with all laws and regulations from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises relating to Hazardous Substances and the protection of the Environment and will immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence thereunder or a breach thereof and, if the Tenant will, either alone or with others, cause or suffer the happening of such event, the Tenant will, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this section 5.06;
- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Premises or, if such is not the case, a report as to the extent and nature of any failure to comply with the foregoing provisions of this section 5.06.

The Tenant will, at its own expense, remedy any damage to the Premises caused by such event within the Premises or by the performance of the Tenant's obligations under this section 5.06 as a result of such occurrence.

If any governmental authority having jurisdiction will require the cleanup of any Hazardous Substances held, Released, spilled, abandoned or placed upon the Premises or Released into the Environment from the Premises during the Term, then the Tenant will, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work and will keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. AND the Tenant agrees that if the Landlord determines, in its sole discretion, that the Landlord, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant, pursuant to section 11.07 of this Sublease.

#### Section 5.07 Enquiries Pertaining to Hazardous Substances

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to Hazardous Substances and the protection of the Environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information.

#### Section 5.08 Landlord's Inspection of Goods

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

#### Section 5.09 Ownership Remains With Tenant

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

#### Section 5.10 Environmental Covenants Survive Termination

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

### ARTICLE VI

#### Section 6.01 Tenant's Liability Insurance

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

- (a) Commercial General Liability insurance with limits of not less than Five Million Dollars (\$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:
  - (i) indemnify and protect the Tenant, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to the Premises or to any public or private property occurring within or about the Premises or arising by virtue of the Tenant's occupation or possession of the Premises;
  - (ii) contain a cross liability clause insuring the Tenant, the Landlord and their respective officers, employees and agents in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party and any breach of a condition of the policy by any party or by any officer, employee or agent of one party 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 full liquor liability protecting against damages or claims for bodily injury (including death) or property damage arising from alcohol service or consumption on or about the Premises;
  - (v) include personal injury and advertising liability coverage;
  - (vi) include tenant's legal liability for a limit not less than five million (\$5,000,000) and such coverage to include the activities and operations conducted by the Tenant, its employees, agents or contractors on or about the Premises;
  - (vii) include premises pollution liability to cover sudden & accidental events or damages or claims for bodily injury or property damage arising from the Tenant, its employees, agents or contractors' operations on or about the Premises; and
  - (viii) include blanket contractual liability covering liability arising directly or indirectly out of the performance of this Sublease.
- (b) Automobile Liability and Non-Owned Automobile Liability Insurance to be carried at all times for any and all licensed vehicles owned by, rented to, or leased to the Tenant protecting against damages for bodily injury (including death) or property damage arising from the operations of the Tenant, its contractors, agents or employees. The insurance shall be for a minimum amount of five million (\$5,000,000) inclusive per accident.

Section 6.02 Tenant's All Risk (Broad Form) Property Insurance

(a) *Building Insurance*

The Tenant will, at its cost, on terms and to limits as would a prudent owner of similar property, obtain and continuously carry during the Term a separate commercial broad form policy of insurance on the Building up to its full replacement value without a co-insurance clause, protecting the Landlord and the Tenant as herein provided for any loss or damage to the Building against perils that are customarily included in an all risk property insurance policy, which may include without limitation earthquake, flood, tidal wave and by-law insurance. Such policy will name the Landlord and the Tenant as joint named insureds and the Tenant's lender as Loss Payee with a standard mortgage endorsement.

(b) *Tenant's Contents and Improvements Insurance, etc.*

The Tenant will, at its cost, obtain and continuously carry during the Term All Risk (broad form) insurance on:

- (i) 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;
- (ii) Boiler and Machinery Insurance protecting the Landlord and the Tenant against accidental damage to all boilers, pressure vessels (fired and unfired), refrigerating and air conditioning systems, piping and accessory equipment; and
- (iii) Business Interruption Insurance providing all risk coverage for loss of profits with a period of indemnity of not less than 12 months;

and these insurance policies will:

- (iv) provide for a limit of deductibility not greater than Five Thousand Dollars (\$5,000.00) per occurrence with respect to all perils except earthquake, and the deductible for any claim will be paid by the Tenant;
- (v) carry a loss payable clause stating that the proceeds of any claim against the insurer will be payable to the Landlord and the Tenant as their interests appear; and
- (vi) contain a waiver of subrogation in favour of the Landlord.

(c) *Crime Insurance*

Comprehensive Dishonesty Disappearance & Destruction Crime coverage with limits of not less than ten thousand dollars (\$10,000) Employee Dishonesty Form A, twelve thousand and five hundred dollars (\$12,500) Inside or Outside Hold-up, twelve thousand and five hundred dollars (\$12,500) Money Orders and Counterfeit Paper Currency and twelve thousand and five hundred dollars (\$12,500) Depositor's Forgery, with each policy providing for a limit of deductibility not greater than one thousand dollars (\$1,000) per occurrence.

Section 6.03 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 Board of Parks and Recreation. Notice must identify the name of the Tenant as set out in this Sublease 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 Sublease 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 VI, the Tenant will provide at its own cost any additional insurance which the Tenant is required by law to provide or which the Tenant considers necessary to protect its own interest or such further other insurance as deemed to be necessary and required by the Landlord's Director of Risk Management.

Section 6.04 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 Sublease, 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.

Section 6.05 Appraisal Report

The Tenant covenants and agrees that it shall, at its sole cost and expense, have a professional building appraisal done by a qualified property appraiser satisfactory to the Landlord every three (3) years

during the Term and any renewal term of the Sublease to determine the full replacement cost of the Premises for insurance purposes. The Tenant shall provide a copy of the appraisal to the Landlord's Director of Risk Management and the Insurance Administrator at the Board of Parks and Recreation within 30 days of receipt of the appraisal.

#### Section 6.06 WorkSafeBC Coverage

At all times during the Term, the Tenant will, and will cause its directors, as applicable, officers, employees, servants and agents and all others engaged in or upon any work on the Building, to comply with the *Workers Compensation Act* (British Columbia) (the "WCA") and the requirements and regulations of WorkSafeBC. Without limiting the generality of the foregoing, the Tenant will:

- (a) require as a condition of any agreement made with respect to construction, repair, renovation or demolition of the Building, whether with contractors, material men or otherwise, that there is full workers compensation insurance coverage in place in respect of all workmen, employees, servants and others engaged in or upon any work, and that all workmen, contractors or other workers require the same of their workmen and subcontractors. The Tenant will immediately notify the Landlord of any dispute involving third parties that arises in connection with obtaining and maintaining the workers compensation insurance coverage required hereby if such dispute results or may result in the required insurance coverage not being in place, and the Tenant will take all reasonable steps to ensure resolution of such dispute forthwith. The Tenant will further ensure that no amount payable pursuant to the WCA is left unpaid so as to create a lien on the Lands or the Building. If the workers compensation insurance coverage required by this section 6.06 is not in place, the Landlord will be entitled to have recourse to all remedies specified in this Sublease or at law or equity; and
- (b) be deemed to be, and is hereby designated and appointed by the Landlord as, the "Prime Contractor" as that term is defined in section 118 of the WCA for the purposes of the WCA and related regulations, including the Occupational Health and Safety Regulation (the "OHS Regulation"), and the requirements and regulations of WorkSafeBC, and will in that capacity strictly comply with all requirements applicable to that designation, including without limitation those set forth in Division 3 of Part 3 of the WCA and in sections 20.2 and 20.3 of the OHS Regulation, as they may be amended from time to time. Notwithstanding the foregoing, the Landlord hereby consents to Panther (defined in section 1.16) being designated as the Prime Contractor instead of the Tenant with respect to the Licence Work.

#### Section 6.07 Cost of Insurance - Intentionally Omitted

### ARTICLE VII

#### Section 7.01 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, the Landlord may, at its option, elect to not rebuild or repair the Premises and may terminate this Sublease 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 provided that the Tenant will be entitled to receive that portion of insurance proceeds actually paid in respect of the Tenant's property.

#### Section 7.02 Repair of Damage or Destruction

If the Landlord elects to rebuild or repair the Premises, the Landlord will commence rebuilding or repairing within one hundred and eighty (180) 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 thirty (30) calendar days' notice of the termination of this Sublease and the Tenant's liability for rent will end as of the effective date of such termination 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 provided that the Tenant will be entitled to receive that portion of insurance proceeds actually paid in respect of the Tenant's property.

#### Section 7.03 Abatement of Rent if Damage or Destruction

In the event of damage or destruction to the Premises to the extent that the Premises or part of the Premises are rendered unusable or convenient access to the Premises cannot be had, which in either case is not caused by the default or negligence of the Tenant or those for whom it is responsible in law, the rent will abate in the same proportion that the area of which the Tenant is deprived bears to the total area as determined by the Landlord and such abatement will continue until the Premises or such part are reasonably capable of being used or accessed by the Tenant in substantially the manner in which the Premises or such part operated prior to the damage, as the case may be, as determined by the mutual agreement of both parties, acting reasonably. The Tenant will be entitled to reimbursement of any rent paid by the Tenant in advance for periods from and after the date of such damage or destruction.

#### Section 7.04 No Effect on Repair Obligations

Nothing in this Article VII will alter the parties' respective repair obligations as set out in Article III of this Sublease.

#### Section 7.05 Tenant to Notify Promptly

The Tenant will give immediate notice to the Landlord in the event of fire or accident or other damage or destruction to the Premises.

### ARTICLE VIII

#### Section 8.01 Assignment

The Tenant shall not assign its Sublease interest in the Premises save and except upon the written consent of the Landlord, which consent the Landlord may not unreasonably withhold or delay but nevertheless if there are personal covenants herein on the part of the Tenant which, in the opinion of the Landlord's solicitors will not run with the Sublease, or if the Landlord is not satisfied with the prospective assignee's financial strength, then it will be reasonable for the Landlord to withhold its consent to assignment until the prospective assignee covenants with the Landlord to be bound by such personal covenants as if such covenants had been made between the Landlord and the prospective assignee, or provides satisfactory security for its obligations under the Sublease. For greater certainty, if the foregoing conditions or either of them cannot be satisfied, it will be reasonable for the Landlord to withhold its consent.

If the Tenant is a corporate entity, then any amalgamation of the Tenant with any other party, and any change of effective control of the Tenant, will constitute an assignment of the Tenant's interest under this Sublease and will be subject to all of the provisions of this section 8.01. Change of effective control of the Tenant includes any transfer, voluntary or involuntary, direct or indirect, which results in a change in the person or persons exercising or who might exercise effective control of the Tenant or the business required to be carried on in the Premises.

Notwithstanding the foregoing paragraphs of this section 8.01, the Tenant may assign this Sublease to any of its Affiliates without the Landlord's written consent, provided that assignment will not relieve the Tenant of its obligations hereunder. For the purposes of this paragraph, "Affiliate" means an entity controlling, controlled by or under common control with RTD Canada Inc., including, for the avoidance of doubt, Labatt Brewing Company Limited.

## Section 8.02 Subleasing

The Tenant shall not sub-lease, 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 may not be arbitrarily or unreasonably withheld or delayed.

### Section 8.02(a) Restaurant Operator

The Tenant may, upon prior notice to the Landlord, hire a third party to operate the restaurant and concession (referred to as the "takeout window" in section 1.06) on the Premises, provided that such third party operator arrangements do not constitute a sublease or other parting with possession of the Premises. For greater certainty, under such arrangements, the Tenant must be the "payor" and the operator must be the "payee". In satisfaction of the foregoing, the Tenant hereby provides notice to the Landlord that Tenant will be hiring a third party, namely JRG SP Brewing & Pub Ltd. to operate the restaurant and concession portions of the Premises.

### Section 8.03 Assignment of Sub-lease Rent

Notwithstanding section 8.02 hereof, the Tenant hereby assigns to the Landlord all rents and fees payable to the Tenant under any sub-lease, 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 sub-tenant, licensee or such other third party to pay to the Landlord the sub-lease 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 sub-tenant'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 sub-tenant, licensee or other third party fails to abide by the Landlord's directions in this behalf then, at the Landlord's election, the sub-lease, license or other third party agreement will cease and determine and the Landlord may forthwith re-enter the sub-leased, 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 8.04 Mortgaging by Tenant

Subject to sections 8.05 and 8.06 and subject to the Landlord's prior written consent, which consent may not be unreasonably or arbitrarily withheld or delayed, the Tenant may mortgage its sublease interest in the Premises to a Mortgagee for the purpose of financing or refinancing the costs of designing, developing, constructing, furnishing, repairing, or replacing the Premises, but not otherwise. For the purposes of this Sublease and in particular this section 8.04, the following definitions will apply:

- (a) **"Mortgage"** means a mortgage or mortgages upon or in respect of the interest of the Tenant in the Premises or any part thereof and the Sublease and includes any deed of trust and mortgage to secure any bonds or debentures issued thereunder; and
- (b) **"Mortgagee"** means an institutional mortgagee or mortgagees under a Mortgage and includes any trustee for bondholders or debenture holders under a deed of trust and mortgage to secure any bonds or debentures issued thereunder.

### Section 8.05 Tenant Liable for Rent, Property Taxes Notwithstanding Mortgage

Nothing contained in this Sublease will be construed to prevent or prohibit the assignment or subletting by the Tenant of this Sublease or the subleasehold interest of the Tenant in the Premises by way of Mortgage as provided in section 8.04, subject to the prior written consent of the Landlord,



provided however that in the event of and notwithstanding any such assignment or subletting, the Tenant will be and remain liable for the payment of all Rent, additional rent and Property Taxes and the performance of all the terms, covenants and conditions of this Sublease which are the Tenant's responsibility to perform.

#### Section 8.06 Mortgage Subject to Landlord's Rights under Sublease

Subject to the provisions of section 8.07, every Mortgage will be made expressly subject to the rights of the Landlord under this Sublease.

#### Section 8.07 Notice to and Remedies of Mortgagee

- (a) No re-entry, termination or forfeiture of this Sublease by the Landlord will be valid against the Mortgagee who has filed with the Landlord notice of Mortgage in favour of the Mortgagee and specified an address for notice under Article XVI, unless the Landlord has given to the Mortgagee prior written notice of the default or contingency entitling the Landlord to re-enter, terminate or forfeit this Sublease, specifying the nature of that default or contingency, and stating the Landlord's intention to take such proceedings and requiring the Mortgagee:
- (i) to cure the default or contingency specified in the notice within a period of 30 days from the date of receipt of that notice by the Mortgagee; or
  - (ii) if the default or contingency is other than the failure to pay Rent or additional rent or Property Taxes or any other sums required to be paid to the Landlord by any provision of this Sublease, and if the default or contingency cannot reasonably be cured within such 30 day period, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency,

and the Landlord hereby grants the Mortgagee access to the Premises for that purpose. If the default or contingency is cured within the period specified, the Mortgagee will be entitled to continue as tenant of the Premises for the balance of the Term remaining at the date of the notice of default or contingency, providing that the Mortgagee attorns as tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of this Sublease until such Mortgagee as Tenant assigns its subleasehold estate as permitted by this Sublease and delivers to the Landlord an agreement from the assignee which is enforceable and binding on the assignee and its heirs, executors, successors, administrators and assigns as of the effective date of the assignment and by which the assignee agrees with the Landlord to attorn as tenant to the Landlord and to be bound by and to perform the covenants and agreements of this Sublease. If the Mortgagee consists of more than one mortgagee each having a separate charge upon the Tenant's interest in this Sublease, and more than one of them wishes to cure the default or contingency specified in the notice aforesaid, then the Landlord hereby agrees to permit curing of the default or contingency specified as aforesaid, by that mortgagee which is willing to cure the default or contingency and attorn as tenant as aforesaid and whose charge ranks in priority over the charge or charges held by the other mortgagee or mortgagees willing to cure and assume as aforesaid; except that in the event any Mortgagee has commenced a foreclosure action, the provisions of section 8.07(b) will apply.

- (b) In the event the Mortgagee commences foreclosure proceedings against the Tenant, whether or not the Tenant is in default of the performance of its covenants and agreements with the Landlord under this Sublease at the time such foreclosure proceedings are commenced, the Landlord will not re-enter, terminate or forfeit this Sublease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the Landlord to re-enter, terminate or forfeit this Sublease if the Mortgagee:
- (i) first gives to the Landlord written notice of the foreclosure proceedings;
  - (ii) is actively prosecuting the foreclosure proceedings without undue delay;

- (iii) cures the default or contingency within a period of 30 days from the date of receipt of notice from the Landlord specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Rent or additional rent or Property Taxes or any other sums required to be paid to the Landlord by any provision of this Sublease and if such default or contingency cannot reasonably be cured within such 30 day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency; and
- (iv) performs and observes all of the Tenant's covenants and agreements under this Sublease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee.

In the event that the Mortgagee acquires the Tenant's subleasehold interest in the Premises pursuant to the foreclosure proceedings, the Mortgagee will thereupon become subrogated to the rights of the Tenant under this Sublease, provided it attorns to the Landlord as tenant and undertakes to be bound by and perform the covenants and agreements of this Sublease until such Mortgagee as Tenant assigns its subleasehold estate as permitted by this Sublease and delivers to the Landlord an agreement from the assignee which is enforceable and binding on the assignee and its heirs, executors, successors, administrators and assigns as of the effective date of the assignment and by which the assignee agrees with the Landlord to attorn as tenant to the Landlord and to be bound by and to perform the covenants and agreements of this Sublease. If the Mortgagee consists of more than one mortgagee and more than one of them commences foreclosure proceedings, the right to cure any default or contingency granted by this section 8.07(b) to a foreclosing Mortgagee will be deemed granted to them in the order of priority of the charges held by the foreclosing Mortgagees.

- (c) If this Sublease is subject to termination or forfeiture pursuant to Article IX by reason of the bankruptcy or insolvency of the Tenant and the Mortgagee has filed with the Landlord a notice of Mortgage in favour of the Mortgagee and specified an address for notice under Article XVI, the Landlord will give to the Mortgagee notice of the bankruptcy or insolvency of the Tenant entitling the Landlord to terminate or forfeit this Sublease and stating the Landlord's intention to take such proceedings and requiring the Mortgagee to cure the Tenant's default and the Tenant's default will be deemed to have been sufficiently cured if the Mortgagee:
  - (i) takes possession and control of the Premises, or causes a receiver to be appointed under the terms of the Mortgagee's charge or by a court of competent jurisdiction, who takes possession and control of the Premises, and the Landlord hereby grants the Mortgagee or such receiver access to the Premises for that purpose;
  - (ii) cures every default within a period of 30 days from the date of receipt by the Mortgagee of the notice from the Landlord of the bankruptcy or insolvency of the Tenant, or if such default or defaults are other than the failure to pay Rent or additional rent or Property Taxes or any other sums required to be paid to the Landlord by any provision of this Sublease and if such default or defaults cannot reasonably be cured within such 30 day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or defaults;
  - (iii) attorns as tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of this Sublease until such Mortgagee as Tenant assigns its subleasehold estate as permitted by this Sublease and delivers to the Landlord an agreement from the assignee which is enforceable and binding on the assignee and its heirs, executors, successors, administrators and assigns as of the effective date of the assignment and by which the assignee agrees with the Landlord to attorn as tenant to the Landlord and to be bound by and to perform the covenants and agreements of this Sublease.

If the Mortgagee consists of more than one mortgagee, the right to take possession and control, to cure any default and to assume the Sublease as aforesaid will be deemed granted to them in the order of the priority of their respective charges.

- (d) Any re-entry, termination or forfeiture of this Sublease made in accordance with the provisions of this Sublease as against the Tenant will be valid and effectual against the Tenant even though made subject to the rights of any Mortgagee to cure any default of the Tenant and to continue as tenant under this Sublease.
- (e) No entry into the Premises by the Mortgagee pursuant to this section 8.07 for the purpose of curing any default or defaults of the Tenant will release or impair the continuing obligations of the Tenant.

## ARTICLE IX

### Section 9.01 Bankruptcy

If during the Term, 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*, R.S.B.C. 1996, c.349, as amended or substituted from time to time, to lawfully deal with the Tenant's estate then at the option of the Landlord the Term 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 X

### Section 10.01 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 (collectively, the "Rules"). If any such Rules are directed at owners, the Tenant will perform and observe same at its own expense in the place and stead of the Landlord unless such assignment of responsibility is specifically prohibited by such Rules.

### Section 10.02 Quiet Enjoyment

Subject to the provisions of this Sublease and subject to the provision that nothing contained or implied herein will prejudice or affect the Landlord's rights and powers in the exercise of its functions pursuant to the *Vancouver Charter*, S.B.C. 1953, c.55, as amended or substituted from time to time, and the rights and powers of the Landlord under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively exercised in relation to the Premises as if this Sublease had

not been executed and delivered by the Landlord and the Tenant, the Landlord covenants with the Tenant for quiet enjoyment.

#### Section 10.03 Performance of Obligations

The Tenant covenants with the Landlord to faithfully pay the rent within the time period provided in this Sublease and perform and observe its obligations herein.

#### Section 10.04 Registration of Sublease

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

#### Section 10.05 Landlord's Rules and Regulations

The Tenant shall at all times comply with all reasonable rules and regulations that are made by the Landlord in respect to the Tenant's use and occupation of the Premises provided that such rules and regulations are not inconsistent with the terms of this Sublease and that copies of such rules and regulations are provided by the Landlord to the Tenant.

### ARTICLE XI

#### Section 11.01 Breach of Covenants

The Landlord and Tenant agree that subject to the provisions of section 8.07, if and whenever:

- (a) any Rent payment or any part thereof is not made on the day appointed for payment thereof and such default continues for fourteen (14) days following notice 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 Sublease and such default continues for twenty (20) 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 twenty (20) 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 Sublease other than those requiring payment of money to the Landlord and such default continues for a period of forty (40) 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) the Tenant commits any other breach under this Sublease which gives rise to a right of termination;

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 Sublease by leaving upon the Premises notice in writing of such termination. If the Landlord terminates this Sublease 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, subject always to the Landlord's duty to mitigate such damages. 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 Sublease.

#### Section 11.02 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 of the Tenant's goods and property, whether or not they have been removed from the Premises, and apply the proceeds of such sale towards any arrears of rent (including amounts deemed to be rent under this Sublease) 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 11.03 Right to Re-let

If the Landlord becomes entitled to re-enter the Premises under this Sublease, the Landlord may 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 11.04 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 Sublease is terminated before the expiration date thereof originally fixed herein.

#### Section 11.05 Remedies Generally

Mention in this Sublease 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 Sublease. 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 Sublease 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 Sublease 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 Sublease, 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 of any breach or threatened breach by the Tenant of any of the terms or provisions of this Sublease, 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 defense 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 date of the First Renewal Term or the Second Renewal Term and such default has not been cured prior to

the expiry of any applicable cure period, the Landlord may cancel such option(s) upon written notice to the Tenant.

#### Section 11.06 Expenses

If any legal proceeding is brought by Landlord because of the breach of any terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, including for the recovery of possession of the Premises or for the recovery of rent, 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 Sublease, 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 11.06) which the Landlord may incur or pay out by reason of, or in connection with:

- (a) any proceeding by the Landlord to terminate this Sublease because of the breach of any terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, including 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 due to the breach of any terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed ;
- (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 Sublease 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 Sublease, the indemnity agreement (if any) or the Premises;
- (g) any amendment, modification or change in any of the terms of this Sublease 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 Sublease 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 Sublease that is initiated or requested by the Tenant (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 11.06 will survive the expiration or earlier termination of this Sublease.

#### Section 11.07 Landlord May Remedy Tenant's Default

If the Tenant fails to pay, when due and prior to the expiration of any curative period provided for in this Sublease, any amount required to be paid by the Tenant pursuant to this Sublease, the Landlord, after giving ten (10) 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 Sublease) and the applicable curative period has expired, the Landlord may from time to time after giving such notice as it considers sufficient but in any event no less than twenty (20) days' notice (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 11.07, will be paid by the Tenant to the Landlord as additional rent upon demand. Except for the Landlord's or its agent's negligence or wilful misconduct, 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.

#### Section 11.08 Security Agreement - *Intentionally Omitted*

### ARTICLE XII

#### Section 12.01 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 12.02 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 12.02(a), within sixty (60) days of the expiration of the Term for any trade fixtures in the brewery portion of the Premises, including, but not limited to, brewery equipment, within thirty (30) days of the expiration of the Term for all other trade fixtures in the Premises, or any other time frame as mutually agreed upon by both parties, any such trade fixtures not removed in accordance with this section 12.02(b) will become the property of the Landlord except to the extent that the Landlord requires removal thereof pursuant to section 12.02(d).
- (c) If the Tenant abandons the Premises or this Sublease 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 12.02(d), become and be deemed to be the property of the Landlord and the actual value of such trade fixtures and furnishings recovered by the Landlord (less the Landlord's costs in doing so) will count towards payment of any default of the Tenant, 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 12.02(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, except for any expenses that results from Landlord's or its agent's gross negligence or wilfull misconduct in removing any trade fixtures.

### Section 12.03 Overholding

If the Tenant continues to occupy the Premises after the expiration of the Term or the First Renewal Term without the Tenant's right of renewal having been effectively exercised, or after the expiration of the Second Renewal Term, and the Landlord accepts 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 XIII

### Section 13.01 Showings/Inspections

The Landlord or its agents have the right to enter the Premises at any reasonable time (and upon not less than forty-eight (48) hours written notice to the Tenant) to examine them (or within the last 60 days of the Term if not renewed or any renewal term if not further renewed, to show them to prospective purchasers or tenants) and to enter the Premises at times mutually agreed between the Landlord and the Tenant (or on reasonable prior notice but except in the case of emergency not less than 48 hours' 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 outside of the normal operating hours of the Tenant's business on the Premises and expeditiously and with as little inconvenience to the Tenant as is possible in the circumstances.

### Section 13.02 Landlord's Access to Records

The Landlord may at any reasonable time and upon forty-eight (48) 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 Sublease, including without limitation, by auditing the Tenant's environmental and financial records solely for the business being conducted in the Premises 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. Landlord's access under this section 13.02 shall be limited only to records and documents relating to the Tenant's business being conducted in the Premises and shall not include those concerning the Tenant's other businesses and premises.

### Section 13.03 Emergency Access

If and when for any reason an emergency exists or is reasonably 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 Sublease. 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 XIV

##### Section 14.01 First Option to Renew

If:

- (a) the Tenant is not in default or in breach of any of the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Sublease at the time the Tenant gives the Landlord its written notice in accordance with section 14.01(b); and
- (b) the Tenant gives the Landlord not less than twelve (12) months and not more than eighteen (18) months written notice prior to the expiration of the Term of the Tenant's exercise of this option to renew;

then the Landlord shall grant to the Tenant a renewal Sublease upon the expiration of the Term for a period of five (5) years (the "First Renewal Term") on the same terms and conditions as set out in this Sublease except that:

- (c) there shall be only one further right to renew;
- (d) with respect to such First Renewal Term, the Landlord shall have no obligation to pay or provide to the Tenant any allowance, concession or inducement of any nature, or provide any free rent or discounted rent of any nature, or provide any fixturing period, or do or perform any Landlord's work in, on, to or for the Premises;
- (e) the parties will, by agreement in writing signed by both parties or their agents, determine the market rental value of the Premises and such determination shall be the Rent payable by the Tenant during the First Renewal Term;
- (f) if the market rental value of the Premises for the First Renewal Term has not been determined in the manner described in the immediately preceding subparagraph, on or before the commencement date of the First Renewal Term, then either of the parties may elect to arbitrate the issue by so notifying the other in writing of such election, whereupon each party shall forthwith appoint one (1) arbitrator and the two (2) arbitrators so appointed shall appoint a third arbitrator and the three (3) arbitrators shall determine the market rental value of the Premises, which will be the Rent payable by the Tenant for the First Renewal Term, and the provisions of the *Arbitration Act*, R.S.B.C. 1996, c.55, as amended or substituted from time to time, shall apply to the selection of the arbitrators and the arbitration PROVIDED HOWEVER if the parties can agree upon a single arbitrator then the arbitration shall be conducted by a single arbitrator;
- (g) if the Rent reserved for the First Renewal Term has not been determined on the first day of the First Renewal Term, then, until such determination is made, the Tenant shall continue to pay monthly in advance and without deduction, the Rent applicable on the last day of the Term, PROVIDED HOWEVER that when the Rent reserved for the First Renewal Term has been determined as aforesaid, the parties, within ten (10) business days of such determination having been made, shall make such payment or repayment as may be necessary to ensure that the Tenant has then paid the same amount that he would have paid if such determination had been made on the first day of the First Renewal Term. Any amounts payable by the Tenant to the Landlord pursuant to this section 14.01 shall bear interest at the rate of three percent (3%) per annum above the prime rate, per annum, calculated monthly not in advance, from the first day of the First Renewal Term until paid; and
- (h) provided always that the Rent payable by the Tenant during the Term shall not be relevant in determining the market rental value of the Premises for the First Renewal Term.

Section 14.02 Second Option to Renew

If:

- (a) the Tenant is not in default or in breach of any of the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Sublease at the time the Tenant gives the Landlord its written notice in accordance with section 14.02(b); and
- (b) the Tenant gives the Landlord not less than twelve (12) months and not more than eighteen (18) months written notice prior to the expiration of the First Renewal Term of the Tenant's exercise of this option to renew;

then the Landlord shall grant to the Tenant a renewal Sublease upon the expiration of the First Renewal Term for a period of three (3) years (the "**Second Renewal Term**") on the same terms and conditions as set out in this Sublease except that:

- (c) there shall be no further right to renew;
- (d) with respect to such Second Renewal Term, the Landlord shall have no obligation to pay or provide to the Tenant any allowance, concession or inducement of any nature, or provide any free rent or discounted rent of any nature, or provide any fixturing period, or do or perform any Landlord's work in, on, to or for the Premises;
- (e) the parties will, by agreement in writing signed by both parties or their agents, determine the market rental value of the Premises and such determination shall be the Rent payable by the Tenant during the Second Renewal Term;
- (f) if the market rental value of the Premises for the Second Renewal Term has not been determined in the manner described in the immediately preceding subparagraph, on or before the commencement date of the Second Renewal Term, then either of the parties may elect to arbitrate the issue by so notifying the other in writing of such election, whereupon each party shall forthwith appoint one (1) arbitrator and the two (2) arbitrators so appointed shall appoint a third arbitrator and the three (3) arbitrators shall determine the market rental value of the Premises, which will be the Rent payable by the Tenant for the Second Renewal Term, and the provisions of the *Arbitration Act*, R.S.B.C. 1996, c.55, as amended or substituted from time to time, shall apply to the selection of the arbitrators and the arbitration PROVIDED HOWEVER if the parties can agree upon a single arbitrator then the arbitration shall be conducted by a single arbitrator;
- (g) if the Rent reserved for the Second Renewal Term has not been determined on the first day of the Second Renewal Term, then, until such determination is made, the Tenant shall continue to pay monthly in advance and without deduction, the Rent applicable on the last day of the Term, PROVIDED HOWEVER that when the Rent reserved for the Second Renewal Term has been determined as aforesaid, the parties, within ten (10) business days of such determination having been made, shall make such payment or repayment as may be necessary to ensure that the Tenant has then paid the same amount that he would have paid if such determination had been made on the first day of the Second Renewal Term. Any amounts payable by the Tenant to the Landlord pursuant to this section 14.02 shall bear interest at the rate of three percent (3%) per annum above the prime rate, per annum, calculated monthly not in advance, from the first day of the Second Renewal Term until paid; and
- (h) provided always that the Rent payable by the Tenant during the Term shall not be relevant in determining the market rental value of the Premises for the Second Renewal Term.

## ARTICLE XV

### Section 15.01 Landlord Released

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

### Section 15.02 Tenant's Covenant

The Landlord may sell, transfer or otherwise dispose of its interest in the Premises, or any portion of the Premises, to any party and upon the conveyance to such party of its interest in the Premises or any portion of them and the assumption by such party of all of the obligations of the Landlord herein, the Tenant will, upon receipt of written acknowledgement from such party of this Sublease and the Tenant's rights under this Sublease, attorn to and become the Tenant of such party under the terms of this Sublease 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 15.03 Status Statement

The Landlord and the Tenant will provide to the other, within three (3) days of such party's request, a status statement confirming the particulars of the Sublease, addressed to the other and any potential buyer or Mortgagee, binding upon the Tenant or the Landlord, as the case may be, confirming:

- (a) in the case of the Tenant, that the Tenant has accepted possession of the Premises;
- (b) whether or not any party hereto has carried out all of its obligations pursuant to this Sublease;
- (c) that this Sublease constitutes the whole of the agreement between the parties (or setting out such other agreements);
- (d) that this Sublease 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) or vice versa; and
- (e) such other matters as may be reasonably required by the requesting party or any potential or actual purchaser or mortgagee of the Premises.

## ARTICLE XVI

### Section 16.01 Delivery of Notices

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

- (a) to the Tenant:

**RTD Canada Inc. dba Stanley Park Brewing Co.**  
465 Fraser View Place  
Delta, B.C.  
V3M 6H4

Attention: Doug Devlin (or General Manager), Stanley Park Brewing

With a mandatory copy to:

RTD Canada Inc. c/o Labatt Brewing Company Limited  
207 Queen's Quay West, Suite 299  
Toronto, ON M6J 1A7  
Attention: General Counsel

(b) to the Landlord:

**City of Vancouver as represented by its Board of Parks and Recreation**  
2099 Beach Avenue  
Vancouver, B.C.  
V6G 1Z4

Attention: General Manager, Board of Parks and Recreation  
Fax No.: 604-257-8501

or to such other address or facsimile number as the party may designate and will be deemed to have been received on the day of delivery or faxing 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 16.02 Administration of Sublease

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, Stanley District of the Vancouver Board of Parks and Recreation or his successor or nominee.

#### Section 16.03 Covenants Survive Termination

The covenants herein on the part of the Landlord and the Tenant which, as of termination of this Sublease 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 16.04 Time is of the Essence

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

#### Section 16.05 Captions and Headings

The captions and headings throughout this Sublease 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 Sublease nor in any way affect this Sublease.

#### Section 16.06 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.

#### Section 16.07 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 16.08 Waiver

No waiver of or neglect to enforce any provision of this Sublease 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 16.08, the acceptance by the Landlord of part payment of any sums, including rent, required to be paid under this Sublease will not constitute a waiver or release of the Landlord's right to payment in full of such sums.

#### Section 16.09 Entire Agreement

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

#### Section 16.10 Governing Law

This Sublease 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 16.11 Severability

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

#### Section 16.12 Relationship between Landlord and Tenant

Nothing contained in this Sublease 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, and the Tenant will throughout the Term take all reasonable steps to inform the public that the Tenant is the operator of the Premises as an independent contractor and not as employee or agent of the Landlord.

#### Section 16.13 Force Majeure

Despite anything contained in this Sublease to the contrary, if the Landlord or the Tenant is, in good faith, delayed or prevented from doing anything required by this Sublease 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 Sublease.

#### Section 16.14 Permanent Public Park

Notwithstanding anything contained in this Sublease, if the Building is part of a permanent public park within the meaning of section 490 of the *Vancouver Charter*, S.B.C. 1953, C. 55, as amended, and

ceases to be part of such a permanent public park, then this Sublease 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. Upon termination pursuant to this section 16.14, at the option of the Tenant, subject to the approval of Council, the City of Vancouver will enter into a Sublease with the Tenant on the same terms and conditions of this Sublease, including Rent and the right of renewal, for the balance of the Term or renewal term, as the case may be, that was remaining on this Sublease immediately prior to the effective date of termination.

Section 16.15 Parking

The Tenant hereby acknowledges and agrees that parking for the Premises will be available in the public parking lots located proximate to the Premises, at regular rates.

Section 16.16 No Promotion

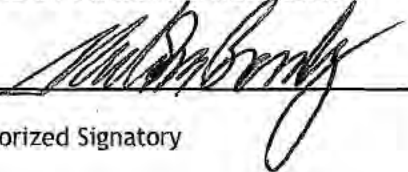
The Tenant must not disclose or promote its relationship with the City of Vancouver, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials, without the express prior written consent of the City of Vancouver (except as may be necessary for the Tenant to perform the Tenant's obligations under the terms of this Sublease).

Section 16.17 Counterparts


This Sublease may be executed and delivered in counterparts and by email, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

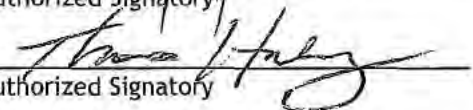
IN WITNESS WHEREOF the parties hereto have executed this Sublease as of the day and year first above written.

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

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

**RTD CANADA INC. dba STANLEY PARK BREWING CO.**

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

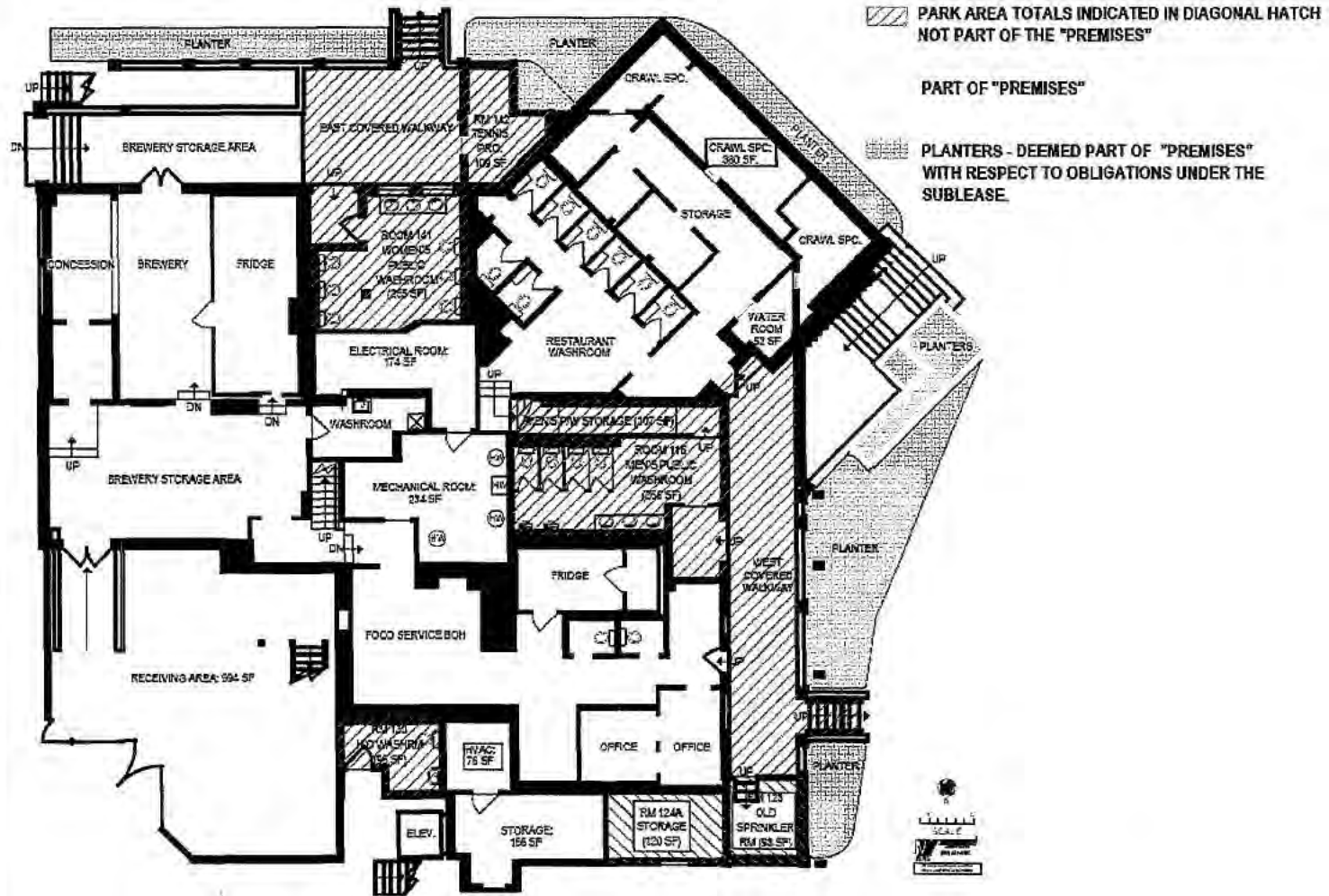
  
\_\_\_\_\_  
Authorized Signatory

SPB Legal  
Jem

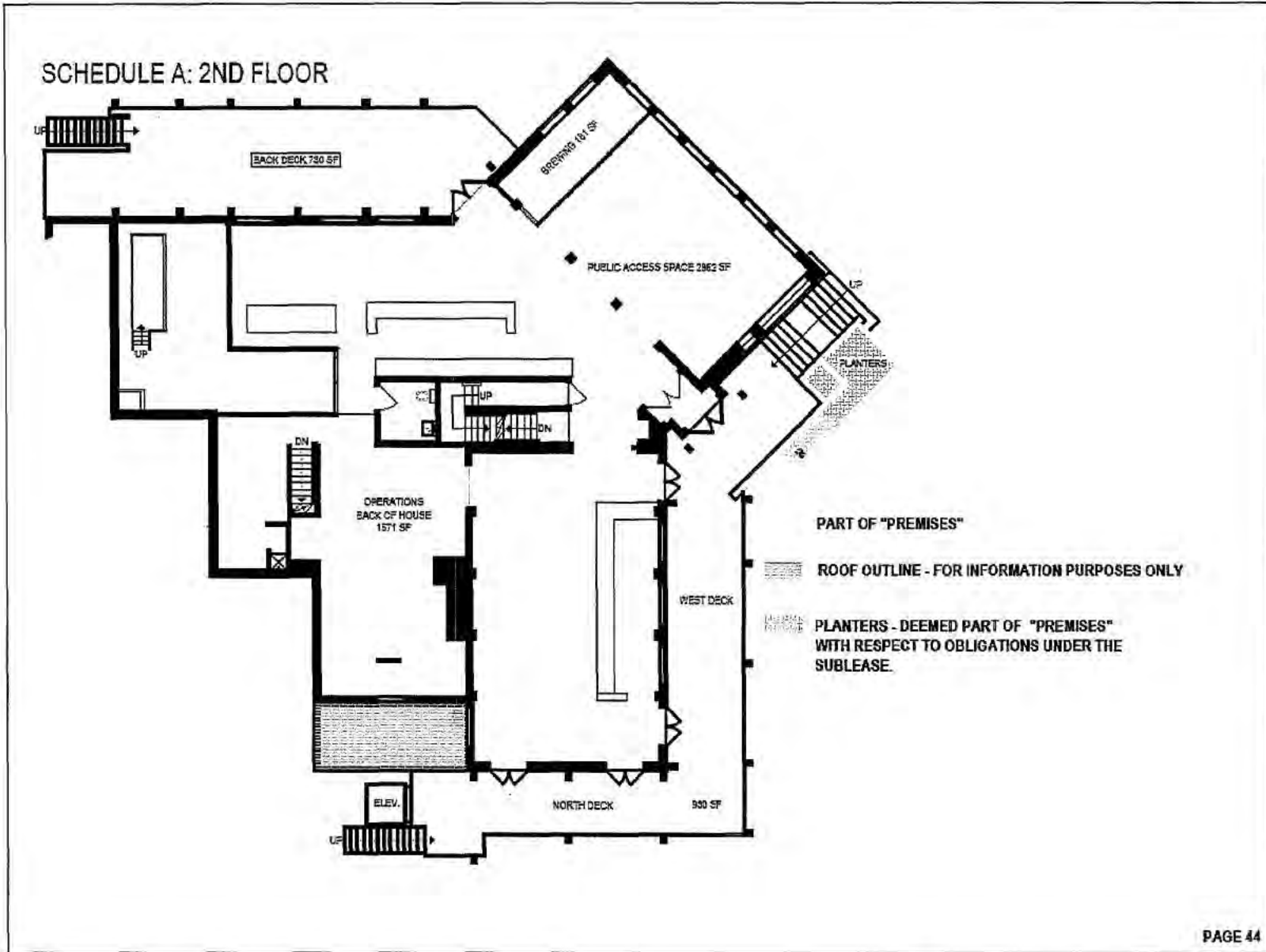
Approved by resolution of the Landlord's Board of Parks and Recreation on November 23, 2016.

This is the signatory page of a Sublease between the City of Vancouver as represented by its Board of Parks and Recreation as Landlord and RTD Canada Inc. dba Stanley Park Brewing Co. as Tenant concerning the restaurant and brewery known as the Stanley Park Brewing Restaurant & Brewpub (the Premises).

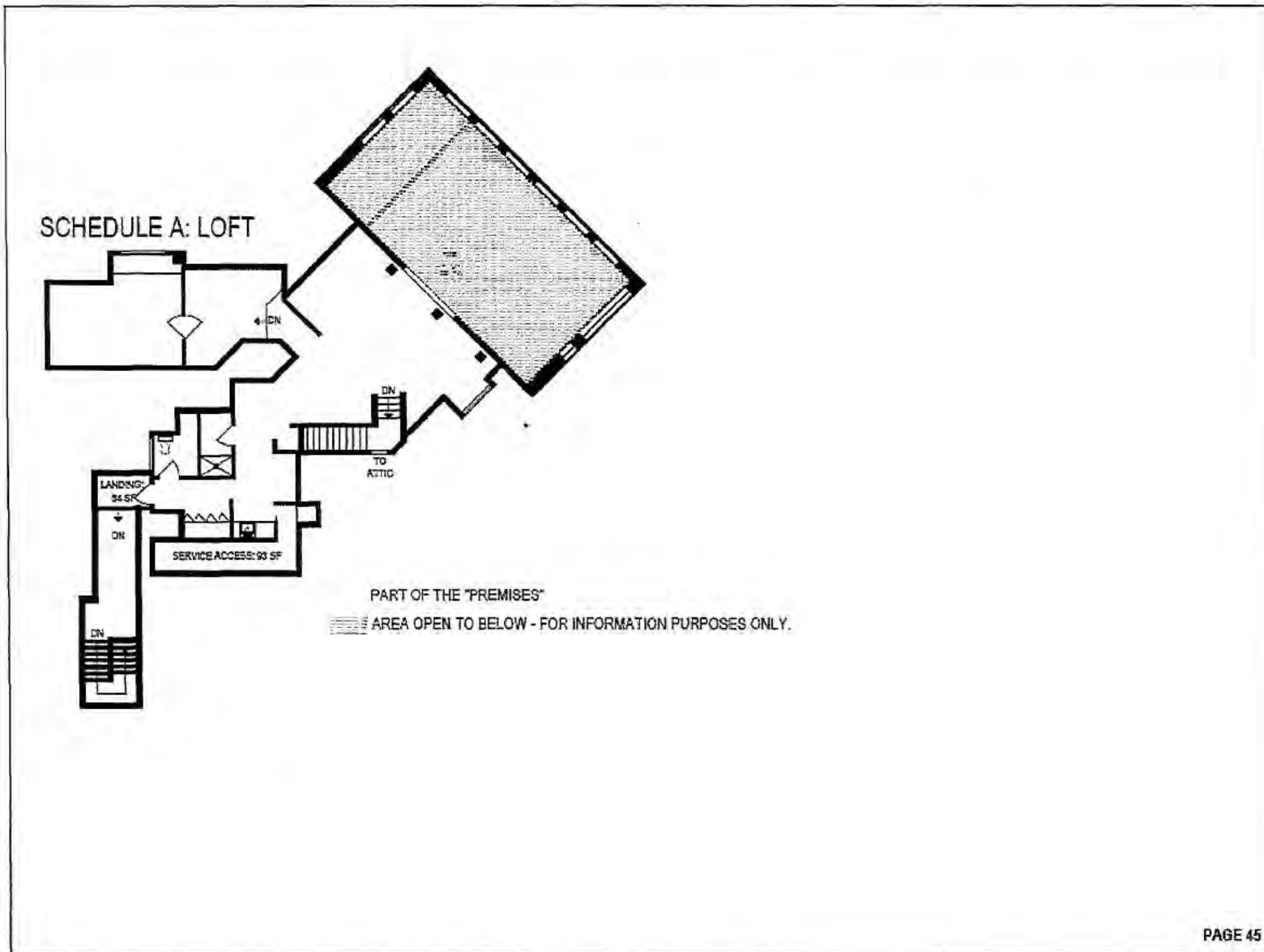
### SCHEDULE A: GROUND FLOOR



SCHEDULE "A"  
PLAN OF PREMISES



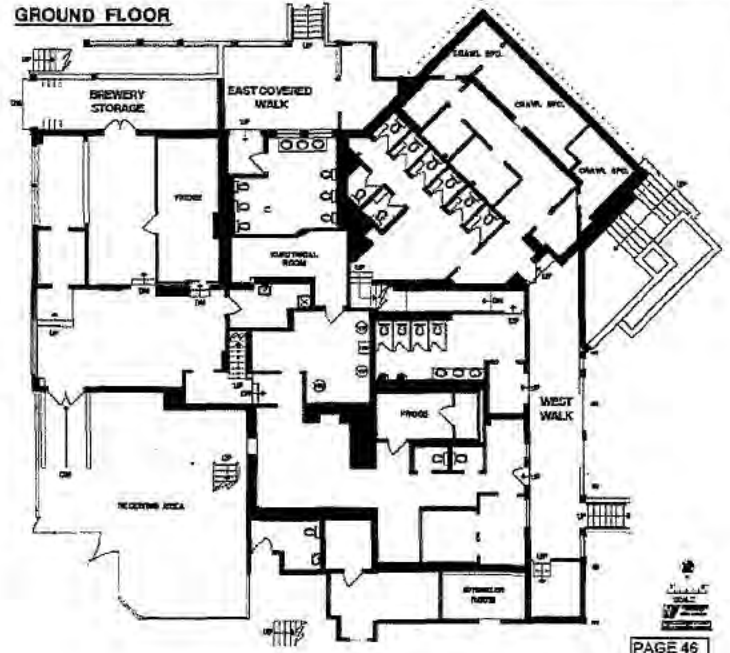
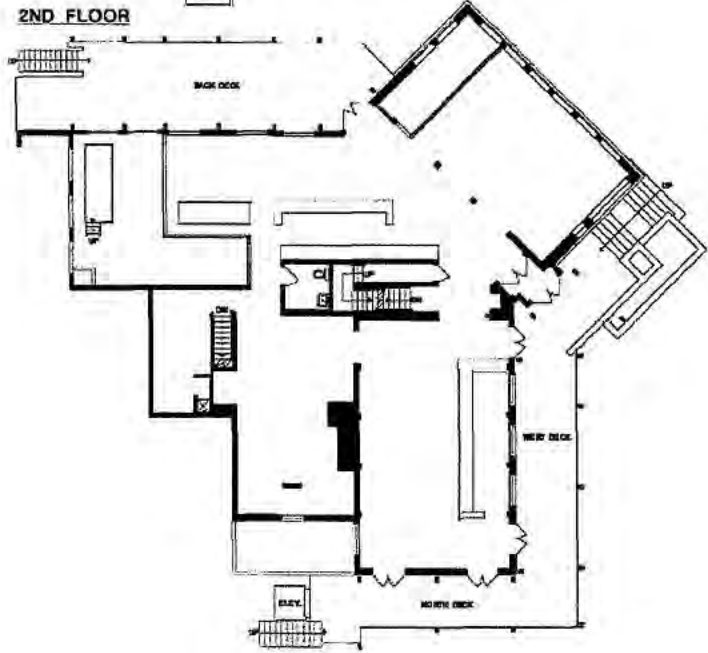






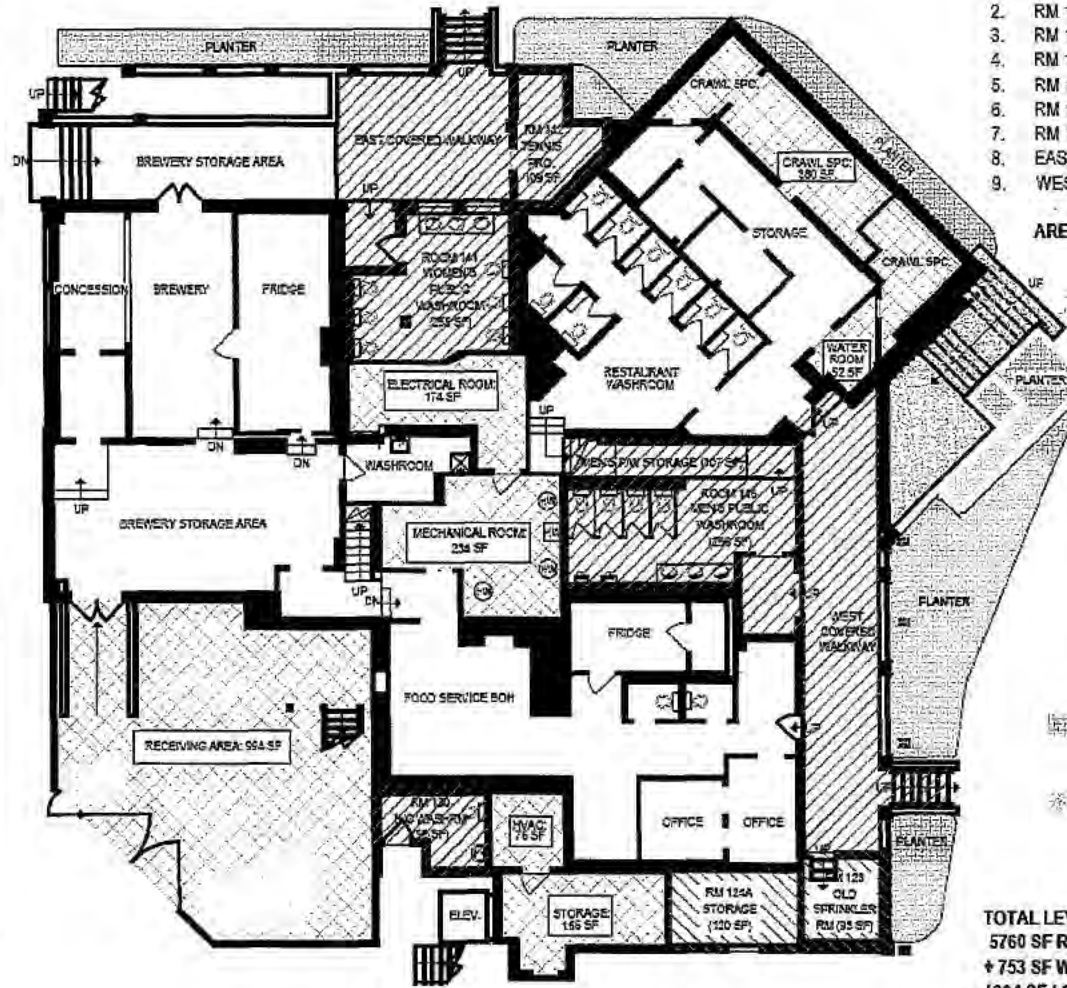
**SCHEDULE B - Overview:**  
 this page is an overview only and does not outline the income-producing areas; see the next 3 pages for the areas designated as income-producing.

<b>8901 STANLEY PARK DRIVE</b>	
<b>LOFT LEVEL</b>	<b>1,366 SQ. FT</b>
<b>2ND FLOOR</b>	<b>6,274 SQ. FT</b>
<b>GROUND FLOOR</b>	<b>7,507 SQ. FT</b>
<b>SF TOTAL:</b>	<b>15,147 SQ. FT.</b>
<b>INCLUDED IN TOTAL:</b>	
<b>2ND FLOOR DECK SPACE:</b>	<b>1,660 SQ. FT</b>
<b>GROUND FLOOR</b>	<b>: 753 SQ. FT.</b>
<b>PUBLIC WALKWAYS</b>	
<b>RECEIVING AREA:</b>	<b>994 SQ. FT.</b>



**SCHEDULE "B"**  
**INTERIOR FLOOR AREA**

### SCHEDULE B: GROUND FLOOR



**▨ PARK AREA TOTALS INDICATED IN DIAGONAL HATCH  
NOT INCOME PRODUCING AREA (NOT SUBJECT TO PROPERTY TAX)**

1. RM 142 TENNIS PRO SHOP 109 SF
2. RM 141 WOMEN'S PUBLIC WASHROOM 255 SF
3. RM 116A MEN'S PUBLIC WASHROOM STORAGE 107 SF
4. RM 116 MEN'S PUBLIC WASHROOM 266 SF
5. RM 123 OLD SPRINKLER ROOM 93 SF
6. RM 124A EXTERIOR STORAGE AREA 120 SF
7. RM 130 HANDICAP PUBLIC WASHROOM 96 SF
8. EAST COVERED WALKWAY 250 SF
9. WEST COVERED WALKWAY 503 SF

**AREA TOTAL FOR THE PARK: 1,799 SF**

**- NOT INCOME PRODUCING AREA  
(NOT SUBJECT TO PROPERTY TAX):**

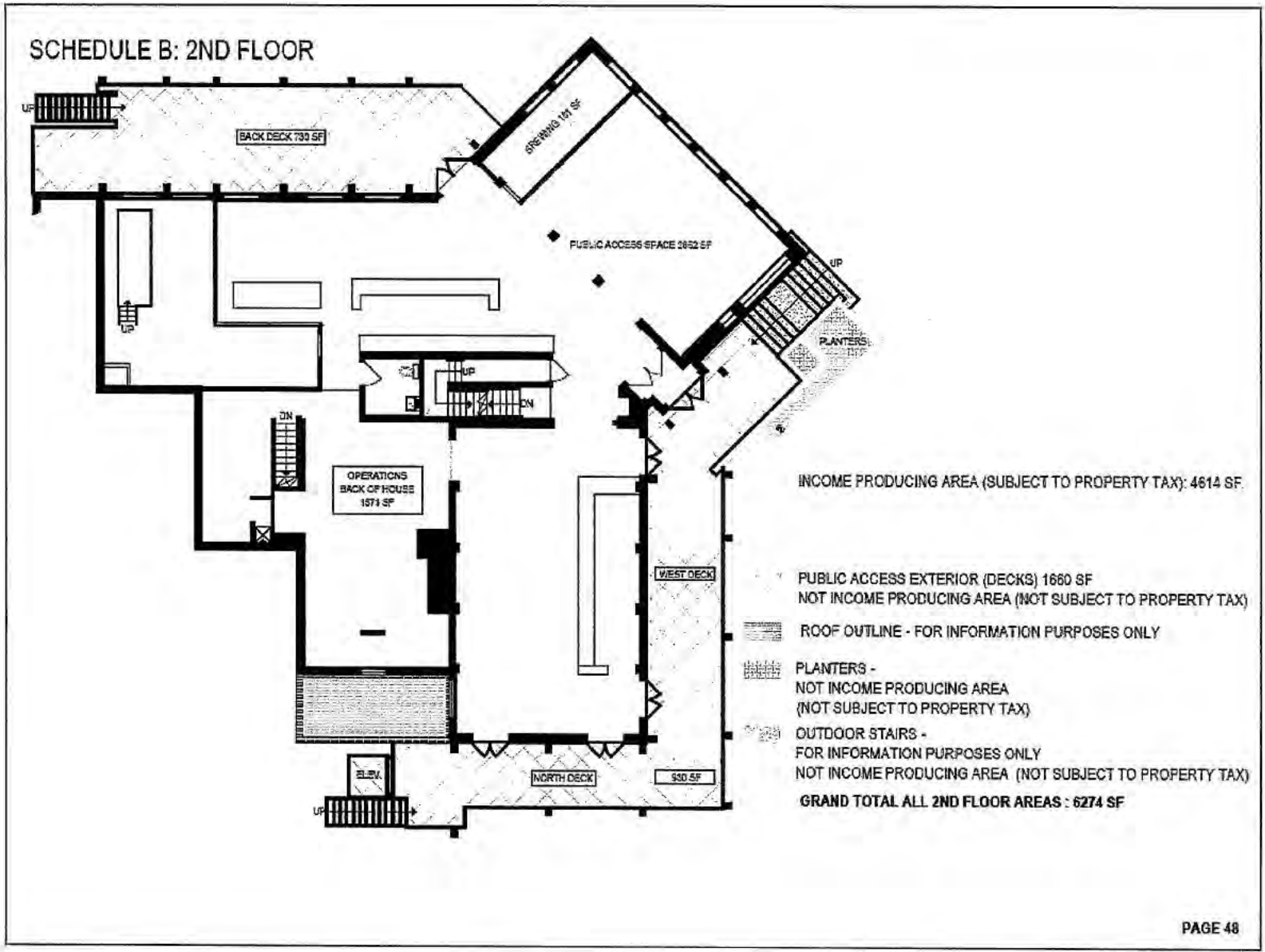
- RECEIVING: 594 SF
- ELECTRICAL ROOM: 174 SF
- MECHANICAL ROOM: 234 SF
- CRAWL SPACE: 380 SF
- WATER ROOM: 52 SF
- STORAGE ROOM: 166 SF
- HVAC ROOM: 76 SF

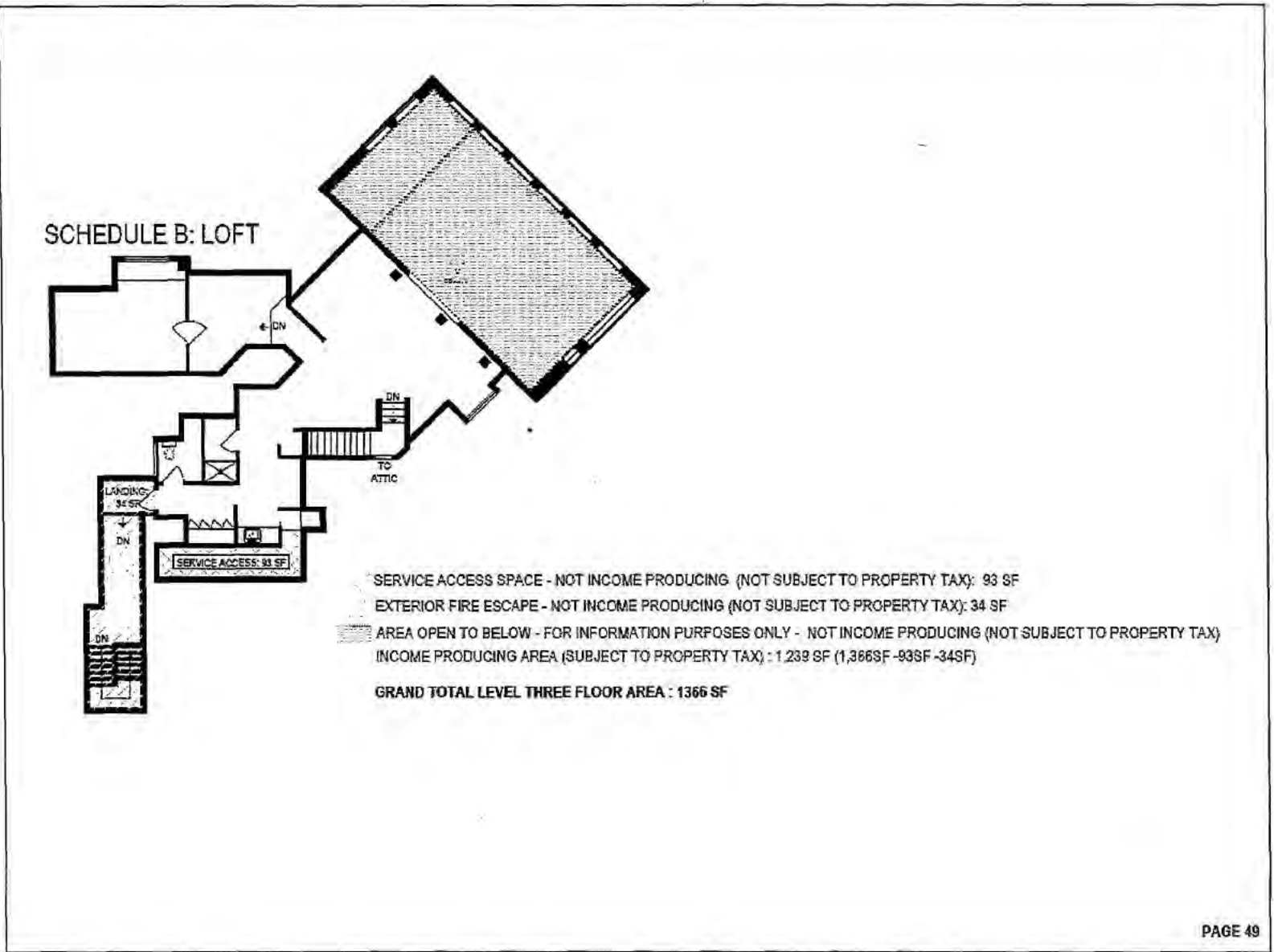
**TOTAL: 2,076 SF**

**INCOME PRODUCING AREA  
(SUBJECT TO PROPERTY TAX)  
3,632 SF (7,507 SF - 2,076 SF - 1,799 SF)**

- PLANTERS -  
NOT INCOME PRODUCING AREA  
(NOT SUBJECT TO PROPERTY TAX)**
- OUTDOOR STAIRS -  
FOR INFORMATION PURPOSES ONLY  
NOT INCOME PRODUCING  
(NOT SUBJECT TO PROPERTY TAX)**

**TOTAL LEVEL ONE FLOOR AREA :**  
5760 SF ROOM AREAS  
+ 753 SF WALKWAYS  
+ 994 SF LOADING AREA  
**= 7,507 SF**





**SCHEDULE "C-1"**

Base Building Improvements (per report by Stantec Consulting Ltd. dated August 19, 2016 for Project #115616317):

Increase size of water pipe	\$50,000
Drainage piping	\$100,000
Roof replacement	\$50,000
Paint and repair siding	\$15,000
Upgrade stairs	\$15,000
Repair deck	\$5,000
Fire signage and alarm	\$10,000
	<hr/>
TOTAL	\$245,000 + GST

**SCHEDULE "C-2"**

**Public Washroom Upgrades:**

<b>No.</b>	<b>Item</b>	<b>Cost Presented</b>
1	<b>Men's Public Washroom:</b> 1. Complete hazmat removal and demolition of the area 2. Structural framing upgrades required due to existing walls being non-load bearing. 3. Complete rough-in of all mechanical and electrical components for the washrooms. 4. Installation of all finishes to meet the City of Vancouver's minimum requirements 5. Installation of all partitions and washroom accessories to meet the COV's minimum requirements.	\$100,000.00
2	<b>Women's Public Washroom:</b> 1. Complete hazmat removal and demolition of the area 2. Structural framing upgrades required due to existing walls being non-load bearing. 3. Complete rough-in of all mechanical and electrical components for the washrooms. 4. Installation of all finishes to meet the City of Vancouver's minimum requirements 5. Installation of all partitions and washroom accessories to meet the City of Vancouver's minimum requirements.	\$100,000.00
	<b>Total</b>	<b>\$200,000.00 + GST</b>

**SCHEDULE "C-3"**

**Additional Base Building Improvements:**

<b>Invoice</b>	<b>Item</b>	<b>Amount</b>
1	Structural Issues (bearing walls clay tile, @ 50% of 65% of walls replaced, other 35% were part of renos)	\$64,690.17
2	Missing Footings / Foundations (existing walls interior and perimeter with no footings)	\$45,463.22
3 & 4	No Drain Tile – Interior (cost to add per geotech recommendation)	\$170,000.00
	No Drain Tile – Perimeter (cost to add per geotech recommendation)	
5	No Foundation Wall Waterproofing (cost to add)	\$25,500.00
6 & 7	Contaminated Soil within footprint (pumping, disposal, excavation, consulting, testing, filters)	\$111,011.97
	Contaminated Soil outside of footprint (pumping, disposal, excavation, consulting, testing, filters)	
8	Structural Consulting (for all above)	\$5,000.00
9	Architectural Consulting (for all above)	\$25,500.00
10 & 11	Additional General Requirements (for schedule extension due to above)	\$40,500.00
	Additional Management (for schedule extension due to above)	
12	Water, Sanitary, and Storm line work (flagged by Doug January 3 <sup>rd</sup> )	\$189,000.00
13	Parks Board Tennis Room	\$5,000.00
	<b>sub total</b> (original estimate \$687,500 + \$5000 for #13 = \$692,500)	<b>\$681,665.36</b>
	<b>GST</b>	<b>\$34,083.27</b>
	<b>TOTAL</b>	<b>\$715,748.63</b>