

File No.: 04-1000-20-2023-447 – Due Diligence

September 12, 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 July 25, 2023 under the ***Freedom of Information and Protection of Privacy Act*** for:

**Record of the City's contract with Vancouver Coastal Health and RainCity Housing for the Thomas Donaghy Overdose Prevention Site (OPS) at 1101 Seymour Street.**

Further to our response on September 7, 2023, all responsive records are attached. Our office conducted a due diligence review with Real Estate Services and confirmed it is appropriate to disclose the attached records in full.

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 (#04-1000-20-2023-447); 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)

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THIS AGREEMENT is made as of the 11<sup>th</sup> day of January, 2021,

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with  
offices at 453 West 12th Avenue, Vancouver, BC V5Y 1V4

(the "Landlord")

AND:

VANCOUVER COASTAL HEALTH AUTHORITY, a health  
authority formed under the laws of the Province of British  
Columbia, with offices at #500 - 520 West 6<sup>th</sup> Avenue,  
Vancouver, BC V5Z 4H5

(the "Tenant")

PREMISES:

Civic Address: #101-1101 Seymour Street, Vancouver, BC

Legal Description: 029-321-808

Lot 1 Block 93 Plan EPP40740 District Lot  
541 NWD Group 1

TERM: One year (1) and two (2) months,  
commencing on February 1, 2021

POSSESSION: January 15, 2021

RENT: TWENTY SEVEN THOUSAND EIGHT HUNDRED  
FOURTY DOLLARS (\$27,840.00) per year  
during the Term, plus applicable sales tax

OPTION(S) TO RENEW: One (1) option to renew for two (2) years

EARLY TERMINATION: See Sections 2.02 and 2.03

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**WITNESSES THAT WHEREAS:**

- A. The Landlord is the owner of all and singular those lands and premises situate in the City of Vancouver, in the Province of British Columbia, having a civic address of 1101 Seymour Street, Vancouver, and legally described as:

Parcel Identifier Number: 029-321-808  
Lot 1 Block 93 Plan EPP40740 District Lot 541 NWD Group 1

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

- B. Floors one through four of the Building, having a civic address of 1101 Seymour Street, constitute a social service centre space (the "**Social Service Centre**");
- C. The Tenant has requested that the Landlord lease unit #101 of the Building, being a 580 square foot portion on the first floor of the Social Service Centre as set out on Schedule A attached hereto (the "**Leased Premises**") to the Tenant in order to provide overdose prevention services and the Landlord wishes to have such services provided in the Premises;
- D. The Tenant has further requested that the Landlord provide use and access by way of licence in favour of the Tenant to shared circulations areas, the two loadings bays on level 1 and the garbage room and recycling bin areas, 5 parking stalls, general parking, bike and scooter storage and shower facilities on levels Mezzanine P1, P1 and P2, all as shown on Schedule B (collectively, the "**Licensed Areas**") (the Leased Premises and the Licensed Areas are collectively hereinafter referred to as the "**Premises**")
- E. The Tenant has requested that the Landlord lease the Premises to the Tenant for use as a facility to provide overdose prevention services, and the Landlord has agreed to lease the Premises to the Tenant for such purposes;
- F. The Premises are subject to the liens, charges and encumbrances registered at the Land Title Office as shown on the title search attached hereto as Schedule "C", all of which are collectively referred to as the "**Prior Encumbrances**";
- G. The Vancouver City Council, by resolution made at its meeting the 20<sup>th</sup> day of October, 2020, resolved to lease the Premises to the Tenant upon the terms and conditions hereinafter set out.

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

**ARTICLE 1**  
**DEFINITIONS & INTERPRETATION**

**Section 1.01 Definitions**

In this Agreement the following terms have the definitions now given:

- (a) **"Agreement"** means this lease and all schedules forming part of this lease;
- (b) **"Alterations"** means any additions, renovations, modifications, fixturing, improvements, upgrades and/or alterations to the Premises or erections on the Premises;
- (c) **"Basic Rent"** has the meaning given in Section 3.01;
- (d) **"Builders Lien Act"** means the *Builders Lien Act*, S.B.C. 1997, c. 45;
- (e) **"Canadian Environmental Protection Act"** means the *Canadian Environmental Protection Act*, S.C. 1999, c. 33;
- (f) **"Canadian Human Rights Act"** means the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6;
- (g) **"Commencement Date"** means the 1<sup>st</sup> day of February, 2021;
- (h) **"Environment"** has the meaning given to it in the *Canadian Environmental Protection Act*;
- (i) **"Environmental Management Act"** means the *Environmental Management Act*, S.B.C. 2003, c. 53;
- (j) **"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, urea formaldehyde, asbestos-containing materials, above or underground storage tanks, compounds known as chlorobiphenyls, polychlorinated biphenyls ("PCBs"), PCB-containing equipment or materials, Pollutants, contaminants, hazardous, corrosive or toxic Substances, 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 licensed by any federal, provincial or municipal authority;
- (k) **"Human Rights Code"** means the *Human Rights Code*, R.S.B.C. 1996, c. 210;
- (l) **"Landlord's Personnel"** means all of the Landlord's officials, officers, employees, agents, contractors, subcontractors, licensees and permittees;
- (m) **"Land Title Office"** means the Land Title Office for the jurisdiction in which the Premises are situate;
- (n) **"Licensed Areas"** has the meaning given in Recital D;
- (o) **"Medium"** means any land, water or air and includes the Premises;

- (p) "MOE" means the British Columbia Ministry of Environment;
- (q) "Permitted Use" means use as a facility to provide overdose prevention services and other ancillary support uses, in accordance with the applicable zoning for the Premises and as more particularly described in Sections 4.03 and 4.04;
- (r) "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 Waste,and "Polluted" is an adjective, and "Pollution" and "Pollutant" are nouns, which have meanings that correspond to the meaning contained in this paragraph;
- (s) "prime rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate; provided that if a court declares or holds the prime rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder shall be fourteen percent (14%) per annum calculated monthly not in advance from the date due until paid;
- (t) "Prior Encumbrances" has the meaning given in Recital C;
- (u) "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;



- (v) "Renewal Term" has the meaning ascribed to such term in Section 19.01;
- (w) "Rent" and "rent" have the meanings given in Section 3.01;
- (x) "Service Level Agreement" means the service level agreement attached hereto as Schedule "D", as the same may be amended from time to time;
- (y) "Substance" has the meaning given to it in the *Canadian Environmental Protection Act*;
- (z) "Tenant's Personnel" means all the Tenant's officers, employees, agents, contractors, subcontractors, licensees, permittees or their respective invitees;
- (aa) "Term" means the term of one (1) year and two (2) months commencing on the Commencement Date and ending at 11:59 p.m. on the 31<sup>st</sup> day of March, 2022;
- (bb) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c.55; and
- (cc) "Waste" has the meaning given to it in the *Environmental Management Act* but if the *Environmental Management Act* is repealed, "Waste" has the meaning given to it on the day immediately preceding the repeal of that Act or if that Act is amended so that the term "Waste" is no longer used in it, then "Waste" has the same meaning as the term which replaces it in that Act.

## Section 1.02 Interpretation

- (a) The words "include" and "including" are to be construed as meaning "including, without limitation".
- (b) The division of this Agreement into Articles and Sections, and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.
- (c) Words importing the masculine gender shall include the feminine and neuter genders and vice versa and words incorporating persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- (d) This Agreement shall be governed by and in accordance with the laws of the Province of British Columbia.
- (e) Any reference to a statute is to the British Columbia statute and its regulations (unless specified to be a federal statute) in force on the date this Agreement is fully executed, and to subsequent amendments to or replacements of the statute or regulations.

**ARTICLE 2  
DEMISE, TERM AND EARLY TERMINATION**

**Section 2.01 Demise and Term**

Subject to the Prior Encumbrances and in consideration of the rents, covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant and grants a non-exclusive licence over the Licensed Areas to have and to hold the same for and during the Term.

**Section 2.02 Early Occupancy**

Notwithstanding Section 2.01, the Tenant may take early possession of the Premises beginning January 15, 2021 (the "**Possession Date**"). For the period from the Possession Date to the date immediately preceding the Commencement Date, all the provisions of this Lease shall be applicable except for the obligations of the Tenant to pay the Basic Rent as set out in Section 3.01.

**Section 2.03 Early Termination by Landlord**

Not so as to limit the Landlord's abilities as specified elsewhere in this Agreement, the Landlord may terminate this Agreement at any time with the Tenant's consent, and the Landlord shall not pay to the Tenant any compensation due to such termination.

**Section 2.04 Early Termination by Tenant**

The Tenant may terminate this Agreement if the Tenant intends to or has ceased to use the Premises for the Permitted Use upon giving the Landlord three (3) months' prior written notice of such termination. The Tenant shall not pay to the Landlord any compensation due to such termination.

**ARTICLE 3  
RENT AND TAXES**

**Section 3.01 Rent**

Yielding and paying therefor in advance during the Term, annual rent (the "**Basic Rent**") in the sum of \$27,840.00 plus applicable sales taxes per year, or pro-rated portion thereof, commencing on the Commencement Date, and payable in equal monthly installments on the first day of each and every month during the Term and the Renewal Term. The Basic Rent together with any additional rent payable by the Tenant is referred to as "**rent**" in this Agreement.

**Section 3.02 Gross Lease**

This Agreement shall be a gross lease in respect of the Premises, save and except for those certain capital and other costs which are the responsibility of the Tenant as provided in the Service Level Agreement.

### **Section 3.03     Payments Generally**

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

- (a)     paid to the Landlord by the Tenant in lawful currency of Canada;
- (b)     made when due hereunder, without prior demand therefor and without any setoff, compensation or deduction whatsoever at the office of the Landlord's Director of Real Estate Services specified in Section 22.01(b) or such other place as the Landlord may designate from time to time in writing to the Tenant;
- (c)     applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit; and
- (d)     deemed to be rent, in partial consideration for which this Agreement has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent as the Landlord has for default in payment of rent.

### **Section 3.04     Interest on Arrears**

Whenever and so long as the rent or any other amounts payable hereunder by the Tenant to the Landlord shall be in arrears, such amounts shall bear interest at the rate of three percent (3%) per annum above the prime rate, per annum calculated monthly not in advance, from the date due until paid irrespective of whether or not the Landlord has demanded payment. The Landlord shall have all the remedies for the collection of such interest as in the case of rent in arrears, but this provision for interest shall not prejudice or affect any other remedy of the Landlord under this Agreement. The Tenant shall also pay the Landlord's standard charge levied on N.S.F. cheques when such charges result from the Tenant's cheques.

### **Section 3.05     User and Consumption Taxes**

The Tenant shall 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 Agreement, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Tenant to the Landlord. Any loss, costs, charges and expenses which relate to such taxes, rates, levies and assessments suffered by the Landlord may be collected by the Landlord as additional rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

### **Section 3.06     Property Taxes - Intentionally Deleted**

## **ARTICLE 4 PREMISES**

### **Section 4.01 Suitability of the Premises**

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

- (a) the state of repair of the Premises;
- (b) the suitability of the Premises for any business, activity or purpose whatever; or
- (c) the suitability of the Premises for use by the Tenant.

### **Section 4.02 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 walk-throughs, investigations, tests and surveys as it considers reasonably necessary to ascertain:

- (a) the state of repair of the Premises; and
- (b) the suitability of the Premises for use by the Tenant;

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

### **Section 4.03 Use of Premises**

The Tenant shall not use or occupy, nor suffer or permit the use of the Premises or any part thereof for any purpose other than the Permitted Use.

Without limiting the generality of the foregoing, the Tenant shall not at any time suffer, permit or allow any person to occupy the Premises for residential purposes.

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

The Tenant shall obtain, at its sole expense, any and all permits, approvals, authorizations and licences from any governmental authority, including the City of Vancouver, which may be required for the Tenant to occupy the Premises and use the Premises for the Permitted Use.

By leasing the Premises to the Tenant for the Permitted Use, the Landlord is agreeing as the owner of the Premises only and is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Permitted Use is a permitted use under the City of Vancouver Zoning and Development By-law No. 3575 or any

other applicable by-laws. Nothing in Section 4.03 affects the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to Section 15.01 of this Agreement.

#### **Section 4.04 Additional Requirements Related to Use of Premises**

- (a) Notwithstanding the Permitted Use, the Tenant shall not permit substance inhalation within the Premises. The Tenant shall refer clients requiring this type of support to a facility that offers this service.
- (b) The Tenant shall limit the hours of operations for the Premises to between 10:00am to 10:00pm daily.
- (c) The Tenant shall determine the maximum number of clients it can safely accommodate within the Premises at a given time and shall post such limitation at visible locations within and/or about the Premises.
- (d) If at any time the maximum capacity for the Premises has been reached, the Tenant shall:
  - (i) facilitate in/out access and egress through the front entrance of the Building;
  - (ii) ensure clients that are above the maximum capacity are escorted out of the Building; and
  - (iii) ensure safe and orderly queuing along the outside perimeter of the Building.
- (e) The Tenant shall supervise clients to ensure that clients remain within the Premises, unless a client is accessing services from another Tenant within the Building.
- (f) In addition to the requirements of Sections 5.01 and 6.01, the Tenant shall be responsible for periodic inspection of the Licensed Areas and sidewalks adjacent to the Building to ensure safe pick up and disposal of any discarded drugs and needles/drug paraphernalia.

### **ARTICLE 5 SERVICE LEVEL AGREEMENT**

#### **Section 5.01 Service Level Agreement**

The arrangements concerning the utilities, janitorial, maintenance and repairs as of the date of this Agreement are contained in the Service Level Agreement. The Tenant hereby agrees to perform its obligations and to pay their respective costs as set out therein. The Service Level Agreement may be amended in writing from time to time by the Landlord and the Tenant by mutual agreement.

### **ARTICLE 6 UTILITIES, SERVICES AND OPERATING COSTS**

#### **Section 6.01 Utilities and Services**

The Tenant shall be responsible for all charges, rates and levies on account of utilities and other services provided to the Premises, including heat, electricity, gas, water, sewer, garbage and recycling collection, telephone, cablevision, internet, all other costs related to security systems monitoring and servicing and all other expenses and outgoings relating to the Premises immediately when due and, upon request, provide the Landlord with receipts evidencing such payment, unless otherwise expressly indicated in the Service Level Agreement. The parties acknowledge that some of the foregoing costs may be Building Operating Costs rather than billed directly to the Tenant.

**Section 6.02     Operating Costs - Intentionally Deleted**

**Section 6.03     Common Area Costs - Intentionally Deleted**

**ARTICLE 7  
MAINTENANCE, REPAIRS AND ALTERATIONS**

**Section 7.01     Janitorial, Maintenance and Repairs**

The arrangements concerning the janitorial, maintenance and repairs for the Premises as of the date of this Agreement are contained in the Service Level Agreement.

Notwithstanding any other provision in this Agreement, but subject to the Service Level Agreement, the Tenant shall keep and maintain the Premises in good repair as would a reasonable and prudent owner of similar premises, reasonable wear and tear and structural elements or defects excepted and in a sanitary, neat, tidy and safe condition and free from nuisance at all times.

**Section 7.02     No Damage**

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

**Section 7.03     Access for Inspection**

The Landlord shall have access to the Premises upon not less than 24 hours advance notice in order to inspect them during normal business hours (except in the case of an emergency, in which case, no advance notice shall be required and inspection may be carried out at any time). The Landlord shall provide the Tenant with written notice of any repairs which, in accordance with the Service Level Agreement, the Landlord requires the Tenant to make to the Premises. The Tenant shall make such repairs in accordance with such notice. If the Tenant fails, in the reasonable opinion of the Landlord, to commence repairs within a reasonable period of time and diligently prosecute same to completion after receipt of notice from the Landlord requiring repairs, then the Landlord may carry out or cause to be carried out such repairs on the provision of reasonable notice to the Tenant in a manner so as to cause the least reasonably possible disruption to the Tenant, the costs of which shall be payable by the Tenant, and the Landlord and the Landlord's Personnel shall not be liable to the Tenant for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Tenant by reason of the Landlord effecting such repairs unless caused by the negligence or wrongful intentional acts of the Landlord or those for whom the Landlord is responsible in law.

#### **Section 7.04     Snow off Sidewalks - Intentionally Deleted**

#### **Section 7.05     Alterations**

The Tenant shall not carry out or cause to be carried out any Alterations without the Landlord's prior reasonable written consent and in the giving of such consent the Landlord may attach reasonable conditions, directions, stipulations, prohibitions or deadlines as it considers appropriate and the same shall be conditions of this Agreement. All such works shall be wholly at the Tenant's expense but shall be the Landlord's absolute property except to the extent that the same may be reasonably categorized as trade fixtures.

The Tenant will obtain, at its sole expense, any and all permits, approvals and authorizations from any governmental authority having jurisdiction, including the City of Vancouver, and abide by all requirements established by such authority, which may be required to undertake the Alterations. As part of the foregoing, the Tenant will be required to abide by and comply with the Tenant Improvement Checklist, the Notice to Tenants of City Owned Buildings and the Building By-law "Lessee's Undertaking for Tenant Improvements" attached hereto as Schedule "E".

For any Alterations, the Tenant will ensure that the "prime contractor" responsibility per the WorkSafe BC Occupational Health and Safety (OHS) Regulation as adopted under the *Workers Compensation Act*, and more specifically as defined under section 118 of Part 3 of the *Workers Compensation Act*, is duly assigned to a singular contractor, failing which the Tenant will be the "prime contractor".

As between the Landlord and the Tenant, the Tenant shall be solely responsible for all claims and/or liabilities arising from or relating to any bodily injury or death, property damage or other loss or damage arising from the Alterations.

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, the City of Vancouver Building By-law No. 6134 or any other applicable by-laws. No consent given by the Landlord (and no failure to enforce this section of this Agreement) will affect the Tenant's obligations to comply at its sole expense with all such by-laws.

#### **Section 7.06     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* and other statutes from time to time applicable thereto, including any provision requiring or enabling the retention of any sum as a holdback.

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

If and whenever any builders lien or other lien for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable, or claims

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

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

## ARTICLE 8 LICENCE TO USE LICENSED AREAS

### Section 8.01 Licence to use Licensed Areas

Pursuant to the grant of license set out in Section 2.01, the Tenant shall have a non-exclusive licenses for itself and its employees, agents, permittees and invitees to use the Licensed Areas, all in compliance with any applicable rules and regulations which may be established for the Building.

### Section 8.02 Provisions Applicable to Exercise of Licences

The Tenant's rights and obligations in respect of the licence contained in Section 8.01 are subject to, and conditional upon, compliance with the following terms and conditions:

- (a) the Tenant shall, in its use of the Licensed Areas, conduct itself in a reasonable manner and not treat such facilities in a manner that would leave them in an unclean, untidy or unsanitary condition; and
- (b) the Tenant shall cause the Tenant's Personnel to observe and abide by the Tenant's usage restrictions and rights set forth above in this 0.

## ARTICLE 9 LIABILITY, RELEASE AND INDEMNITY

### Section 9.01 Limitation of Liability

The Landlord and the Landlord's Personnel shall not, under any circumstances, be liable or responsible in any way for:

- (a) any personal injury, bodily injury, death or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by the Tenant or the Tenant's Personnel 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, the Tenant's Personnel, 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 Agreement or otherwise, unless resulting from the negligence or wilful misconduct of the Landlord or the Landlord's Personnel.

#### **Section 9.02 Exclusion of Liability**

Except due to the negligence or wilful misconduct of the Landlord or the Landlord's Personnel, the Landlord and the Landlord's Personnel shall not under any circumstances be liable or responsible in any way for:

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

#### **Section 9.03 Indemnification**

Except to the extent caused or contributed to by the Landlord or the Landlord's Personnel, the Tenant shall indemnify and save harmless the Landlord and the Landlord's Personnel 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, use and/or possession of the Premises and/or other Landlord property by the Tenant and/or the Tenant's Personnel and/or from any Alterations, and in respect of all costs, expenses and liabilities incurred by the Landlord and the Landlord's Personnel 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 and the Landlord's Personnel in respect of any loss, cost, expense or damage suffered or incurred by the Landlord and the Landlord's Personnel arising from any breach by the Tenant of any of its covenants and obligations under this Agreement.

Without limiting anything else contained in this Agreement, the Tenant shall at all times be liable to the Landlord for the actions of any third party that the Tenant permits to use the Premises. If those actions result in any damage or loss to the Premises or if the Landlord and/or the Landlord's Personnel sustain any loss of any kind due in whole or in part to such actions, the Tenant shall repair the damage or loss to the Landlord's reasonable satisfaction and shall indemnify the Landlord and the Landlord's Personnel for any loss they might sustain due in whole or in part to such actions, except where such damage or loss was caused by or contributed to by the negligence or wilful misconduct of the Landlord or the Landlord's Personnel.

#### **Section 9.04 Notice of Liability Concerns**

Forthwith after becoming aware of significant liability concerns regarding the operation of the Premises or any matter relating to the Premises or the use of the Premises, the Tenant shall notify the Landlord in accordance with Section 22.01(b) of this Agreement.

### **ARTICLE 10 ENVIRONMENTAL MATTERS**

#### **Section 10.01 Suitability of the Premises**

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

- (a) the existence, nature or extent of any Pollution on or off the Premises; or
- (b) the need to take any remedial action in relation to any Pollution on or off the Premises.

#### **Section 10.02 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 existence, nature or extent of any Pollution on the Premises; and
- (b) the need to take any remedial action in relation to any Pollution on or off the Premises;

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

The Tenant hereby assumes any and all: (i) liabilities under any law applicable to the Premises that arise during the Term and that result from the acts or omissions of the Tenant and (ii) duties and obligations or liabilities under any law applicable to the operations carried out at the Premises by the Tenant, the Tenant's Personnel, anyone for whom the Tenant is responsible at law or any subtenant of the Tenant, including but not limited to, any costs, expenses or liabilities for any remedial action or other liabilities arising in respect of any Pollution of the Premises caused by or at the request of the Tenant, the Tenant's Personnel, anyone for whom the Tenant is responsible at law or any subtenant of the Tenant during the Term, including migration thereof and all liabilities and obligations resulting from the remediation process, but excluding in all cases any duties or obligations or liabilities otherwise explicitly retained by the Landlord as set out herein.

#### **Section 10.03 Release and Indemnification**

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

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

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

#### **Section 10.04 Removal of Hazardous Substances**

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

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Article;
- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord verification of the complete and proper removal of the Hazardous Substances from the Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this Section 10.04; and

- (d) if requested by the Landlord, obtain at the Tenant's cost and expense a Certificate of Compliance for the Premises from the MOE in respect of the removal of the Hazardous Substances. Such Certificate of Compliance shall be to a standard acceptable to the Landlord, acting reasonably.

#### **Section 10.05 Breach of Laws Relating to Hazardous Substances**

Without limiting the generality of Section 10.04, the Tenant shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence under or a breach of any statutes, by-laws, regulations or orders from time to time enforced relating to Hazardous Substances, and at its own cost and expense, comply with all laws, bylaws, environmental guidelines and regulations in effect from time to time relating to the Tenant's activities carried out on the Premises relating to Hazardous Substances and the protection of the Environment. If the Tenant, the Tenant's Personnel, those for whom the Tenant is at law responsible or any subtenant of the Tenant causes or suffers the happening of such an event, the Tenant shall, at its own expense, comply with the terms of Section 10.04.

The Tenant shall, at its own expense, remedy any damage to the Premises caused by such event within the Premises or by the performance of the Tenant's obligations under this Section 10.05 as a result of such occurrence.

#### **Section 10.06 Remediation**

If the Landlord or any governmental authority having jurisdiction shall require the cleanup of any Hazardous Substances held, Released, spilled, abandoned or placed upon the Premises or Released into the Environment from the Premises by the Tenant or the Tenant's Personnel during the Term, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work to remediate the Premises and complete the proper removal of the Hazardous Substances from the Premises and, if required by the Landlord, obtain a Certificate of Compliance from the MOE evidencing the remediation of the Premises to a standard acceptable to the Landlord, acting reasonably. The Tenant shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans and the remediation of the Premises. 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.

#### **Section 10.07 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 the Tenant's activities on the Premises and the Premises including without limitation laws and regulations pertaining to Hazardous Substances and the protection of the Environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information.

#### **Section 10.08 Landlord's Inspection of Goods**

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

#### **Section 10.09 Ownership Remains with Tenant**

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

#### **Section 10.10 Environmental Covenants Survive Termination**

The obligations of the Tenant in this Article 10 shall survive the expiry or earlier termination of this Agreement save only that, to the extent that the performance of those obligations requires access to or entry upon the Premises or any part thereof the Tenant shall have such entry and access only at such times and upon such terms and conditions as the Landlord may from time to time specify; and the Landlord may, at the Tenant's cost and expense, undertake the performance of any necessary work in order to complete such obligations of the Tenant; but having commenced such work, the Landlord shall have no obligation to the Tenant to complete such work.

### **ARTICLE 11 INSURANCE**

#### **Section 11.01 Landlord's Insurance**

The Landlord shall maintain insurance coverage as follows: (a) Commercial General Liability insurance in such amounts as would be carried by reasonably prudent owners of similar properties and (b) Property insurance on the Premises, including, without limitation, the fixtures other than trade fixtures, against fire, vandalism and such other perils as the Landlord decides, from time to time. In its sole discretion, the Landlord may elect to self-insure for all or any of the perils referred to in this Section 11.01.

#### **Section 11.02 Tenant's Insurance**

The Tenant shall, without limiting any of its obligations or liabilities under this Agreement, purchase and maintain from the Possession Date until the expiry or earlier termination of this Agreement, at its own expense and cost, insurance coverage as follows:

- (a) Commercial General Liability insurance with limits of five Million Dollars (\$5,000,000) per occurrence and the policy shall:

- (i) indemnify and protect the Tenant and the Tenant's Personnel against all claims for loss, damage, injury or death to any person or persons and for loss of or damage to the Premises or to any public or private property occurring within or about the Premises, all of which arising by virtue of the Tenant's occupation or possession of the Premises, including that caused by any third party permitted to use the Premises;
  - (ii) name the Landlord, its officials, officers, employees and agents as additional interests;
  - (iii) include a cross-liability or severability of interest clause insuring the Tenant, the Landlord, the Landlord's Personnel and the Tenant's Personnel in the same manner and to the same extent as if separate policies had been issued to each and any breach of a condition of the policy by any party or by any officer, employee or agent of one party shall not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
  - (iv) include tenant's legal liability coverage for an amount equal to the actual cash value of the Premises, such coverage to include the activities and operations conducted by the Tenant and third parties that the Tenant permits in the Premises;
  - (v) include blanket contractual liability covering liability arising directly or indirectly out of the performance of this Agreement;
  - (vi) include non-owned auto liability coverage;
  - (vii) include personal injury and advertising liability coverage;
  - (viii) include products and completed operations coverage; and
  - (ix) without limiting anything else contained in this Agreement, adequately protect the Tenant from the actions of the third parties that the Tenant permits to occupy all or a portion of the Premises.
- (b) All Risk (Broad Form) insurance on property of every description and kind owned by the Tenant or for which the Tenant is legally liable or provided by or on behalf of the Tenant (and which is located in the Premises), including, without limitation, furniture, computers, equipment, toys, supplies, appliances, trade fixtures and any display model, project, prototype, tool, instrument and/or device within the Premises in an amount not less than ninety percent (90%) of the full replacement cost thereof. The Landlord shall be added as additional insured with respect to its insurable interest, if any.
- (c) Automobile Liability insurance on all licensed vehicles owned or leased to the Tenant with a limit of not less than Five Million (\$5,000,000) per occurrence protecting against damages arising from bodily injury, death and from claims for property damage arising from the operations of the Tenant or the Tenant's Personnel.

- (d) Directors and Officers liability insurance providing ONE MILLION DOLLARS (\$1,000,000) coverage per claim and TWO MILLION DOLLARS (\$2,000,000) coverage in the aggregate.

### Section 11.03 General Requirements of Insurance

The following shall apply to all insurance policies:

- (a) the policies shall be with insurers authorized to carry on business in the Province of British Columbia;
- (b) except to the extent the loss is caused by the wilful misconduct or negligence of the Landlord or the Landlord's Personnel, the policies shall be primary insurance with respect to all claims arising out of the Tenant, and any insurance or self-insurance maintained by or on behalf of the Landlord or the Landlord's Personnel will be in excess of this insurance and will not contribute to such policies;
- (c) neither the providing of insurance by the Tenant in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Tenant from any other provisions of this Agreement with respect to liability of the Tenant or otherwise; and
- (d) subject to the provisions of this Article 11, the Tenant shall purchase and maintain at its own cost any additional insurance which the Tenant is required by law to obtain.

### Section 11.04 Evidence of Insurance

Notwithstanding the foregoing, the Tenant represents and warrants that it is insured for all risk property insurance and commercial public liability coverage as a health authority under the provisions of the Health Care Protection Program (HCPP). In the event of a claim, the Tenant will respond as if the coverage required by Sections 11.02 to 11.03 were in place. The Tenant is deemed to be in compliance with the provisions of these insurance requirements provided that the Tenant remains insured under the HCPP (or a successor program that provides substantially the same protection as the HCPP) for the Term and any extension thereof. The Landlord acknowledges that while the Tenant receives insurance coverage from the HCPP, the Tenant will not be required to deliver to the Landlord a certificate or certificates evidencing such coverage. For proof of commercial general liability and evidence of additional insured status, HCPP's Memorandum of Coverage is available for download at HCPP's website: <https://www.hcpp.org/>.

## ARTICLE 12 DAMAGE AND DESTRUCTION

### Section 12.01 Termination on Damage or Destruction

If the Premises are substantially damaged or destroyed to the extent that the Premises or a substantial area of the Premises are rendered unusable by the Tenant or convenient access to the Premises cannot be had, all as determined by the Landlord in its sole discretion, acting reasonably, the Landlord or the Tenant may, at its option, terminate this Agreement and the Tenant's liability for rent will end as of the date of such damage or destruction but such

termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

#### **Section 12.02 Repair of Damage or Destruction**

If the Landlord elects to rebuild or repair the Premises, the Landlord will commence rebuilding or repairing within 120 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 fourteen (14) calendar days' notice of the termination of this Agreement but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

#### **Section 12.03 Abatement of Rent**

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

### **ARTICLE 13 ASSIGNMENT AND SUBLETTING**

#### **Section 13.01 Assignment**

The Tenant shall not assign its interest in the Premises or any portion thereof save and except with the prior written consent of the Landlord, such consent not to be unreasonably withheld. 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 this Agreement, then the Landlord may withhold its consent to assignment unless the prospective assignee covenants with the Landlord to be bound by such personal covenants as if such covenants had been made between the Landlord and the prospective assignee. In no way will such consent release the Tenant of its personal covenants under this Agreement.

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 Agreement and will be subject to all of the provisions of this Section 13.01. 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.

#### **Section 13.02 Excess Rent**



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

### **Section 13.03 Subleasing**

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

### **Section 13.04 Assignment of Sublease Rent**

Notwithstanding Section 13.03 hereof, the Tenant hereby assigns to the Landlord all rents and fees payable to the Tenant under any sublease, licence or occupation agreement with any third party, which assignment shall supersede any provisions regarding the Tenant in bankruptcy and any claims of the creditors of the Tenant whether by execution, attachment, garnishing order or otherwise PROVIDED HOWEVER the Landlord agrees to refrain from enforcing the said assignment so long as the Tenant shall not be in default in the payment of rent or the performance or observance of its covenants hereunder. Upon the Tenant falling into default in the payment of its rent or the performance or observance of its other covenants hereunder, the Landlord may forthwith direct the sublessee, licensee or such other third party to pay to the Landlord the sublease rent, licence fees or other monies as would otherwise be owing to the Tenant from time to time and the payment of such monies to the Landlord shall pro tanto discharge the sublessee's, licensee's or other third party's obligations to the Tenant and the Landlord shall apply such monies to the rent and the performance and observance of the Tenant's covenants hereunder notwithstanding any claims on the part of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. If the sublessee, licensee or other third party fails to abide by the Landlord's directions in this behalf then, at the Landlord's election, the sublease, licence or other third party agreement shall cease and the Landlord may forthwith re-enter the subleased, licensed or occupied portion of the Premises and arrange for new occupants thereof whose occupation shall be subject to the provisions of this paragraph.

### **Section 13.05 Mortgage of Lease**

Except as otherwise set out in this Agreement, under no circumstances whatsoever may this Agreement or the Tenant's interest in the Premises be mortgaged or otherwise encumbered by way of sublease, assignment or otherwise.

### **Section 13.06 Management Agreement**

Subject to Section 13.01, under no circumstances whatsoever may the Tenant enter into any management agreement or other agreement with another party which licenses, transfers or assigns, temporarily or otherwise, the Tenant's rights and obligations in this Agreement without the Landlord's prior written consent.

### **Section 13.07 Naming Rights**

The Tenant shall, effective from the date hereof:

- (a) not sell, transfer, assign or otherwise permit the naming of the Premises or any portion thereof without the Landlord's prior written approval, which approval shall not be arbitrarily withheld;
- (b) if the Landlord permits the naming of the Premises or any portion thereof, the Tenant shall comply with any policy adopted by the Vancouver City Council relating to the naming of and signage for (including flags and banners) all or any portions of the Premises in force at the time of the proposed naming.

## **ARTICLE 14 BANKRUPTCY**

### **Section 14.01 Bankruptcy**

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

## **ARTICLE 15 COMPLIANCE WITH LAWS**

### **Section 15.01 Statutes and By-laws**

The Tenant covenants to promptly and faithfully observe and comply with:

- (a) 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 (except where compliance with such statutes, by-laws, regulations and orders has been explicitly identified as a responsibility of the Landlord here) or the Tenant's activities within the Premises, including, without limitation, any applicable environmental guidelines which deal with environmental protection and safety and/or Hazardous Substances. If any such statutes, by-laws, regulations, orders or guidelines are directed at owners, the Tenant shall perform and observe same at its own expense in the place and stead of the Landlord; and
- (b) without limiting the generality of the foregoing, the Human Rights Code, which prohibits discrimination in many areas including in publications which are likely to expose a person or a group or class of persons to hatred or contempt because of the race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or that group or class of persons.

The Tenant shall, on request by the Landlord, promptly provide the Landlord with evidence of compliance with this Section 15.01.

#### **Section 15.02 WorkSafeBC Coverage**

Not so as to restrict the generality of Section 15.01 of this Agreement, the Tenant shall comply with all applicable requirements of WorkSafeBC ("WCB") including, without limitation, any requirement to procure and carry or cause to be procured and carried and paid for, at its own expense, full WCB coverage for itself and for all workers, employees, contractors, subcontractors, agents, licensees, permittees, and all others engaged on the Tenant's behalf in connection with any work done or service performed on, in or around the Premises. The Landlord shall have the unfettered right to set off the amounts of the unpaid premiums and assessments for such WCB coverage against any monies owing by the Landlord to the Tenant pursuant to any grant application or otherwise. The Landlord shall have the right to withhold payment of any such monies until the WCB premiums, assessments and/or penalties in respect of the work done and/or services performed have been paid in full.

The Tenant confirms that it is registered and in good standing with the WCB and all assessments have been paid in full as of the date of this Agreement and that it shall throughout the Term continue to be registered and in good standing with the WCB and pay all assessments in full. If requested by the Landlord, the Tenant shall provide the Landlord with the Tenant's WCB registration number and a letter from the WCB confirming that the Tenant is registered in good standing with the WCB and that all assessments have been paid to the date thereof. The Tenant shall indemnify the Landlord and hold harmless the Landlord from all manner of claims, demands, costs, losses, sanctions and penalties and proceedings arising out of or in any way related to unpaid WCB assessments owing from any person or corporation engaged on the Tenant's behalf in connection with any work done or service performed on, in or around the Premises or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WCB, including penalties levied by the WCB.

The Tenant shall, on request by the Landlord, promptly provide the Landlord with evidence of compliance with this Section 15.02.

**ARTICLE 16**  
**DEFAULT AND REMEDIES**

**Section 16.01 Breach of Covenants**

If and whenever:

- (a) any Rent payment or any part thereof is not made by the Tenant on the day appointed for payment thereof; or
- (b) the Tenant is in default in the payment of any money, other than Rent, required to be paid by the Tenant under the terms of this Agreement and such default continues for ten (10) days following any specific due date on which the Tenant is to make such payment or, in the absence of such specific due date, for ten (10) days following notice requiring the Tenant to pay the same; or
- (c) the Tenant defaults in performing or observing any of the provisions of this Agreement other than those requiring payment of money to the Landlord including, without limiting the generality of the foregoing, failure by the Tenant to comply with any statutes, bylaws, regulations or orders relating to its operation of the Premises, and such default continues for a period of twenty (20) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly and diligently and continuously after the service of such notice to cure same; or
- (d) the Premises are vacated or unoccupied for thirty (30) or more consecutive days while the Premises can be used for the Permitted Use, without the consent of the Landlord; or
- (e) the Premises are abandoned by the Tenant; or
- (f) this Agreement is terminated;

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

**Section 16.02 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, provided the Tenant is in default and all curative periods have expired, the Landlord may seize and sell all the Tenant's goods and property, whether within the Premises or not, and apply the proceeds of such sale towards any arrears of rent (including amounts deemed to be rent under this Agreement) 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 those goods and property of the Tenant that were previously upon the Premises 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 16.03 Right to Re-let**

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

### **Section 16.04 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 shall be evicted or dispossessed from the Premises for any cause, statutory or otherwise, or if the Landlord re-enters the Premises following the occurrence of any default by the Tenant hereunder, or if this Agreement is terminated before the expiration date thereof originally fixed herein due to the default of the Tenant.

### **Section 16.05 Remedies Generally**

Mention in this Agreement of any particular right or remedy of the Landlord in respect of the default by the Tenant shall not preclude the Landlord from any other right or remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No right or remedy shall be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such rights or remedies being cumulative and not alternative. Whenever the Tenant seeks a remedy in order to enforce the observance or performance of any of the terms, covenants and conditions contained in this Agreement on the part of the Landlord to be observed or performed, the Tenant's only remedy (except where another remedy is expressly provided herein, in which event the Tenant shall be restricted to that remedy) shall be for such damages as the Tenant shall be able to prove in a court of competent jurisdiction that the Tenant has suffered as a result of a breach (if established) by the Landlord in the observance and performance of any of the terms, covenants and conditions contained in this Agreement 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 Agreement, 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 and provisions of this Agreement, the Landlord shall have the right to injunctive relief as if no other remedies were provided herein for such breach. The Tenant hereby expressly waives any right to assert a defence based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment therein shall bar the Landlord from bringing any subsequent action or proceeding from time to time. If the Tenant shall default hereunder which is not cured prior to the date fixed as the commencement of any renewal or extension of this Agreement, whether by a renewal or extension option herein contained or by separate agreement, the Landlord may cancel such option or agreement for renewal or extension of this Agreement, upon written notice to the Tenant.

#### **Section 16.06 Expenses**

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

Without limiting the generality of the immediately preceding paragraph or any other provisions of this Agreement, the Tenant shall pay to the Landlord, as additional rent upon demand, all costs and expenses (including, without limitation, those fees, disbursements, costs and expenses set out in the bracketed insert in the immediately preceding paragraph of this 0) which the Landlord may incur or pay out by reason of, or in connection with respect to the following, as permitted under this Agreement:

- (a) any proceeding by the Landlord to terminate this Agreement or for the recovery of possession of the Premises or for the recovery of rent;
- (b) 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;
- (c) any default by the Tenant in the observance or performance of any obligations of the Tenant under this Agreement whether or not the Landlord commences any proceeding against the Tenant or any indemnitor;
- (d) 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;

- (e) any transfer of this Agreement (and any request or negotiations pertaining thereto, whether or not such transfer is approved and finally agreed on); and
- (f) 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 0 shall survive the expiration or earlier termination of this Agreement.

#### **Section 16.07 Landlord May Remedy Tenant's Default**

If the Tenant fails to pay, when due, any amount required to be paid by the Tenant pursuant to this Agreement, the Landlord, after giving ten (10) days' notice in writing to the Tenant, may, but shall not be obligated to, pay all or any part of it. If the Tenant is in default in the performance of any of its covenants or obligations hereunder (other than the payment of rent required to be paid by the Tenant pursuant to this Agreement), the Landlord may from time to time after giving such notice as it considers sufficient, acting reasonably, (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 0, shall be paid by the Tenant to the Landlord as additional rent upon demand. The Landlord shall have no liability to the Tenant or any other person for any claims resulting from any such action, entry or performance of any work by the Landlord upon the Premises, unless resulting from the wilful misconduct or negligence of the Landlord or the Landlord's Personnel.

### **ARTICLE 17 END OF LEASE**

#### **Section 17.01 Vacant Possession**

Upon termination of the Term, whether by the passage of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish and stock-in-trade and shall ensure that the Premises are to the standard of repair and decoration required of the Tenant pursuant to Article 7 hereof.

#### **Section 17.02 Trade Fixtures and Ownership**

- (a) If the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall have the right to remove its trade fixtures from the Premises but shall make good any damage caused to the Premises resulting from the installation or removal thereof.
- (b) If the Tenant fails to remove any of its trade fixtures and restore the Premises as provided in Section 17.02(a), all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord requires removal thereof pursuant to Section 17.02(d).

- (c) If the Tenant abandons the Premises or this Agreement is terminated before the proper expiration of the Term due to a default on the part of the Tenant, as of the moment of such default by the Tenant, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 17.02(d) become and be deemed to be the property of the Landlord, without compensation to the Tenant but without prejudice to any other right or remedy of the Landlord at law or in equity.
- (d) Notwithstanding that any trade fixture is or may become the property of the Landlord, the Tenant shall forthwith remove all or part of the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant.
- (e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 17.02(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 (unless resulting from the wilful misconduct or negligence of the Landlord or the Landlord's Personnel) and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

### **Section 17.03 Overholding**

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

## **ARTICLE 18 ACCESS TO PREMISES**

### **Section 18.01 Landlord's Access to Premises For Showings/Inspection**

The Landlord or Landlord's Personnel shall have the right to enter the Premises at any reasonable time (and upon twenty-four (24) hours prior written notice to the Tenant) to examine them or to show them to prospective purchasers, tenants or mortgagees, and to enter the Premises at such other times as mutually agreed between the Landlord and the Tenant (or on reasonable prior notice) to make such repairs as the Landlord may deem necessary or desirable and the Landlord will be allowed to take all required material into and upon the Premises without such entry constituting an eviction of the Tenant in whole or in part nor a breach of the Landlord's obligations. Whenever the Landlord enters the Premises, it shall take reasonable steps to avoid interfering with the Tenant's use and occupation of the Premises.

### **Section 18.02 Landlord's Access to Records**

The Landlord may at any reasonable time and upon twenty-four (24) hours written notice to the Tenant enter (or permit governmental authorities to enter) the Premises for the purpose



of ensuring the Tenant's compliance with this Agreement, including without limitation, by auditing the Tenant's environmental records and by conducting soil, water and other tests, provided that the Landlord takes reasonable steps to avoid interfering with the Tenant's use and occupation of the Premises.

### **Section 18.03 "For Lease/Sale" Signs**

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

### **Section 18.04 Emergency Access**

If and when for any reason an emergency will exist or be contemplated, the Landlord or its agents may enter the Premises by a master key, or may forcibly enter them, provided reasonable care is exercised, without rendering the Landlord or such agent liable, and without in any manner affecting the Tenant's obligations under this Agreement, unless damage or loss is caused by the wilful misconduct or negligence of the Landlord or the Landlord's Personnel.

## **ARTICLE 19 OPTION TO RENEW**

### **Section 19.01 Option to Renew**

If:

- (a) the Tenant pays the rent as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Agreement;
- (b) the Landlord is satisfied, in its discretion, that the Tenant has the financial and organizational capacity to operate and maintain the Premises in accordance with the terms of this Agreement for the Renewal Term; and
- (c) the Tenant gives the Landlord not less than six (6) months and not more than twelve (12) 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 lease upon the expiration of the Term for a period of two (2) years (the "Renewal Term") on the same terms and conditions as set out in this Agreement except that:

- (d) all references to "Term" will be deemed to be references to the First Renewal Term, as applicable;

- (e) 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; and
- (f) there shall be no further right to renew,

and by written notice, the Landlord may confirm the renewal lease for the Renewal Term; provided that such notice by the Landlord is not a requirement to the valid exercise by the Tenant of such option to renew.

## **ARTICLE 20**

### **TRANSFER OF LANDLORD'S INTEREST**

#### **Section 20.01 Landlord Released**

In the event of the sale or lease by the Landlord of the Premises or the assignment by the Landlord of its interest in this Agreement, the Landlord will without further written agreement be released and relieved of and from such liabilities and obligations so long as a non-disturbance agreement is presented to the Tenant by the new lessor or purchaser, as applicable.

#### **Section 20.02 Tenant's Covenant**

The Landlord may sell, transfer or otherwise dispose of the Premises, or any portion thereof, to any party and upon the conveyance to such party of the Premises or any portion thereof, the Tenant will attorn to and become the Tenant of such party under the terms of this Agreement 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.

#### **Section 20.03 Status Statement**

The Tenant will provide within ten (10) days of the request of the Landlord a status statement for the Landlord, addressed to the Landlord and any potential buyer or mortgagee, binding upon the Tenant, confirming:

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

**ARTICLE 21  
TENANT'S COVENANTS**

**Section 21.01 Performance of Obligations**

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

**Section 21.02 No Registration of Lease**

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

**ARTICLE 22  
GENERAL PROVISIONS**

**Section 22.01 Delivery of Notices**

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

(a) to the Tenant:

Vancouver Coastal Health Authority  
#500 - 520 West 6<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Z 4H5

Attention: Leasing Manager  
Fax: \_\_\_\_\_  
Email: Eugene.Semenov@vch.ca

and

(b) to the Landlord:

City of Vancouver  
c/o Director of Real Estate Services  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: Non-Profit Negotiator  
Fax: 604-873-7064  
Email: dino.difonzo@vancouver.ca

or to such other address, email address or fax number as the party may designate and will be deemed to have been received on the day of delivery, emailing or faxing if within business hours on a business day and otherwise on the next succeeding business day and, if mailed, the fifth (5th) day after mailing, provided that if there is between the time of mailing and the

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

#### **Section 22.02 Administration of Agreement**

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 may be performed by the Landlord's Director of Real Estate Services or his or her nominee.

#### **Section 22.03 Covenants Survive Termination**

The covenants herein on the part of the Landlord and the Tenant which, as of termination of this Agreement or the Term whether by passage of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns.

#### **Section 22.04 Quiet Enjoyment**

Subject to the provisions of this Agreement and subject to the provision that nothing contained or implied herein shall prejudice or affect the Landlord's rights and powers in the exercise of its functions pursuant to the Vancouver Charter 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 Agreement had not been executed and delivered by the Landlord and the Tenant, the Landlord covenants with the Tenant for quiet enjoyment.

#### **Section 22.05 Time is of the Essence**

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

#### **Section 22.06 Joint and Several**

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

#### **Section 22.07 Waiver**

No waiver of or neglect to enforce this Agreement 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 22.07, the acceptance by the Landlord of part payment of any sums, including rent, required to be paid under this Agreement will not constitute a waiver or release of the Landlord's right to payment in full of such sums.

#### **Section 22.08 Entire Agreement**

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, terms or conditions expressed or implied relating to this Agreement or the

Premises except as expressly set out in this Agreement, and that this Agreement may not be modified except by an agreement in writing executed by both the Landlord and the Tenant.

#### **Section 22.09 Severability**

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

#### **Section 22.10 Relationship between Landlord and Tenant**

Nothing contained in this Agreement 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.

Except for the purpose of acknowledging the financial or in-kind support provided by the City of Vancouver to its organization, the Tenant shall not promote its relationship with the Landlord in any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials in a manner which could suggest or create an association, express or implied, between the Tenant and the Landlord without the express prior written consent of the Landlord, which may be arbitrarily withheld.

#### **Section 22.11 Force Majeure**

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

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

**CITY OF VANCOUVER**

by its authorized signatory:


  
\_\_\_\_\_  
Signature

JERRY EVANS, Director  
Real Estate Services

\_\_\_\_\_  
Print Name and Title

**VANCOUVER COASTAL HEALTH AUTHORITY**

by its authorized signatories:

  
\_\_\_\_\_  
Signature

Fernando Pica, CFO & VP, Strategic Business Services

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

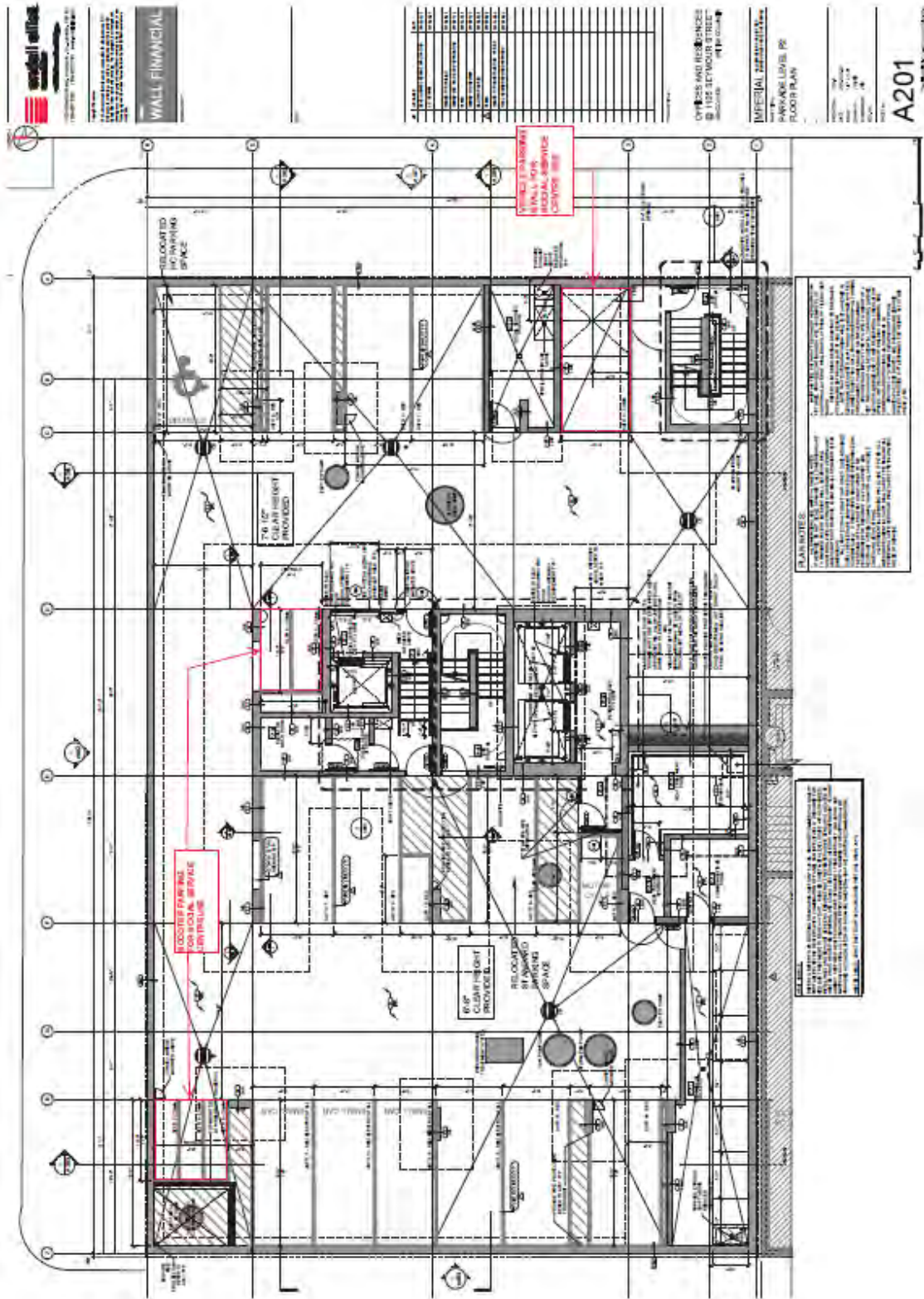
Approved by resolution of Vancouver City Council on October 20, 2020.

This is the signature page of a Lease between the City of Vancouver, as Landlord, and Vancouver Coastal Health Authority, as Tenant, concerning #101-1101 Seymour Street (the Premises).

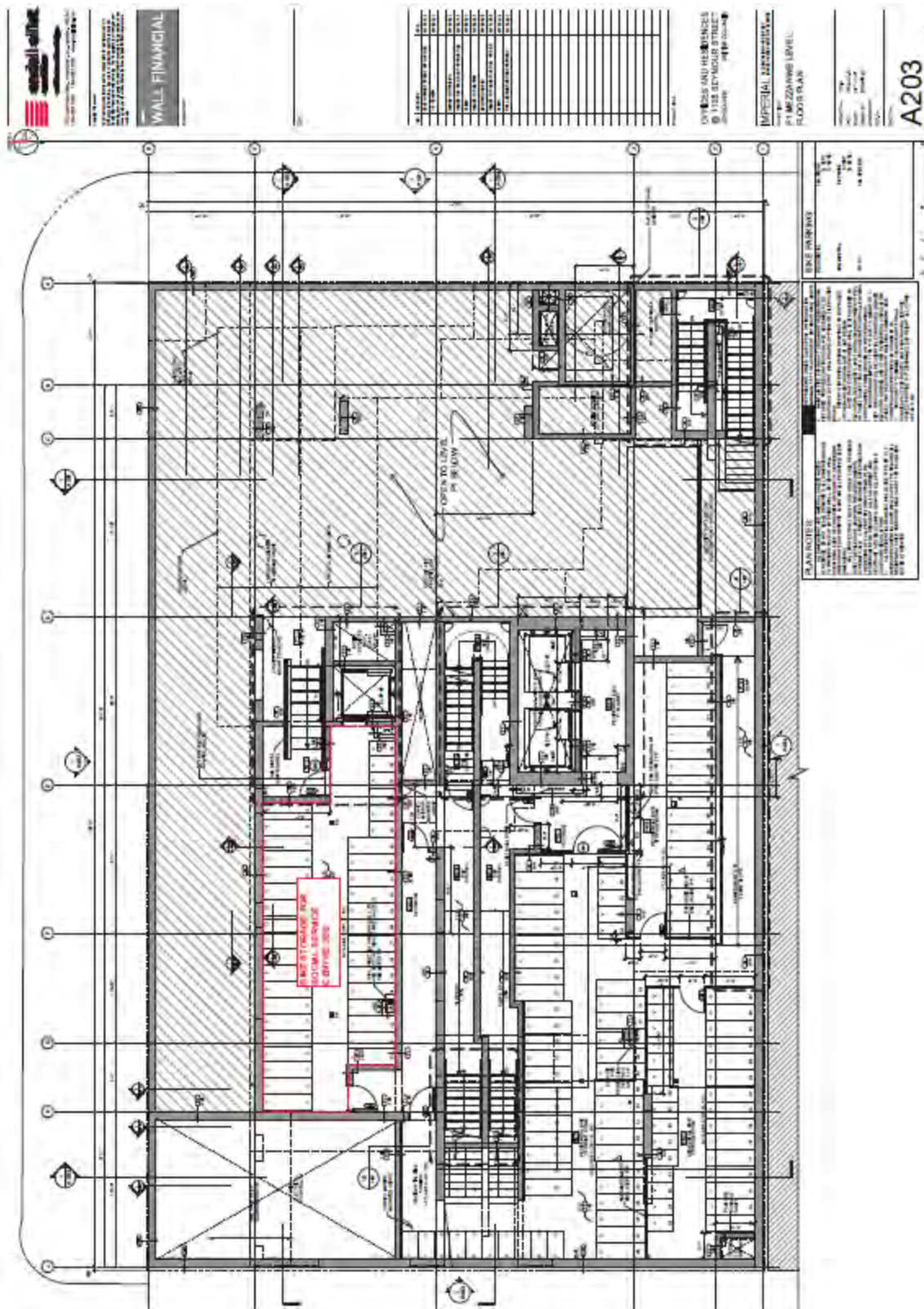
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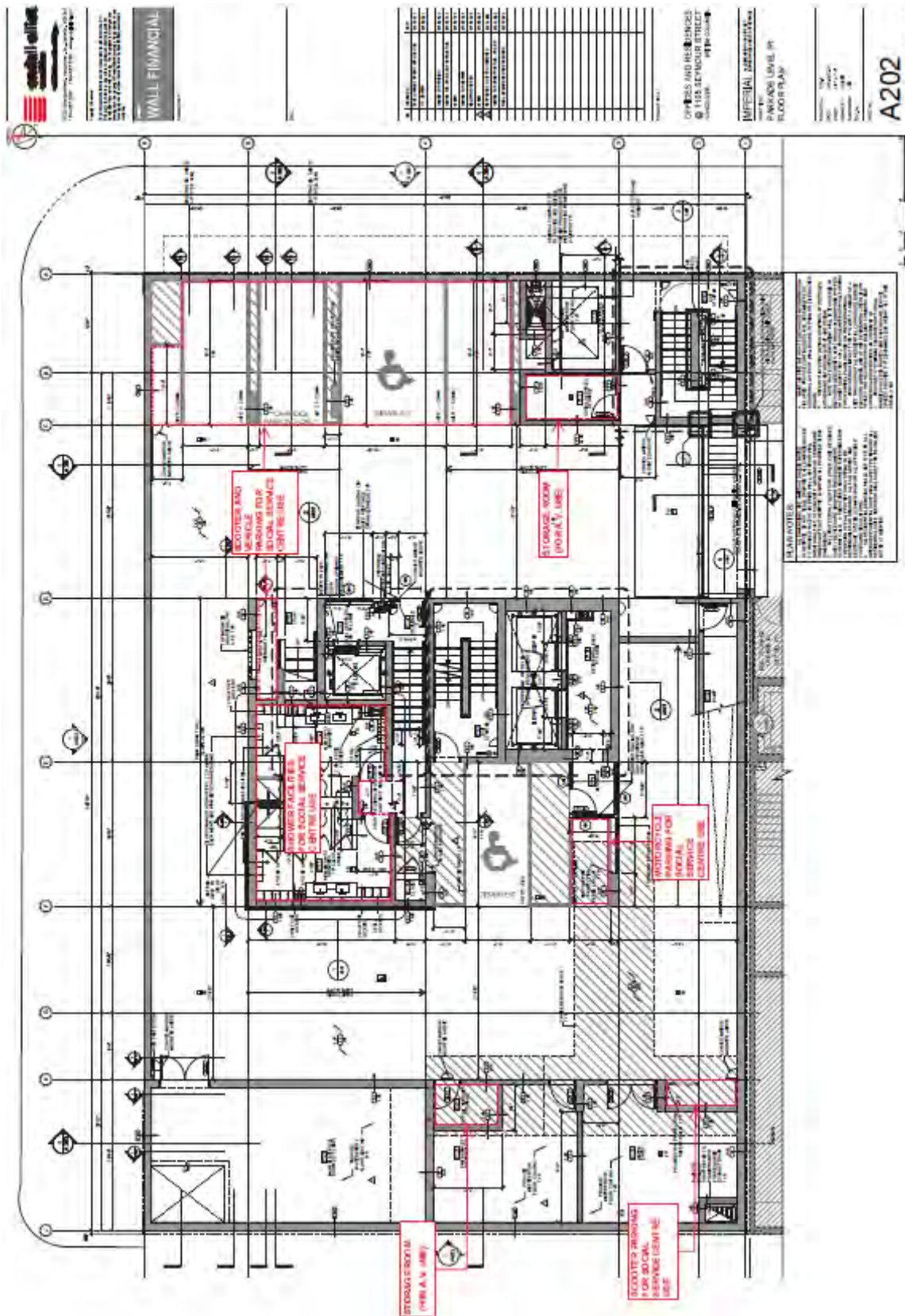


SCHEDULE B  
PLAN OF LICENSED AREAS

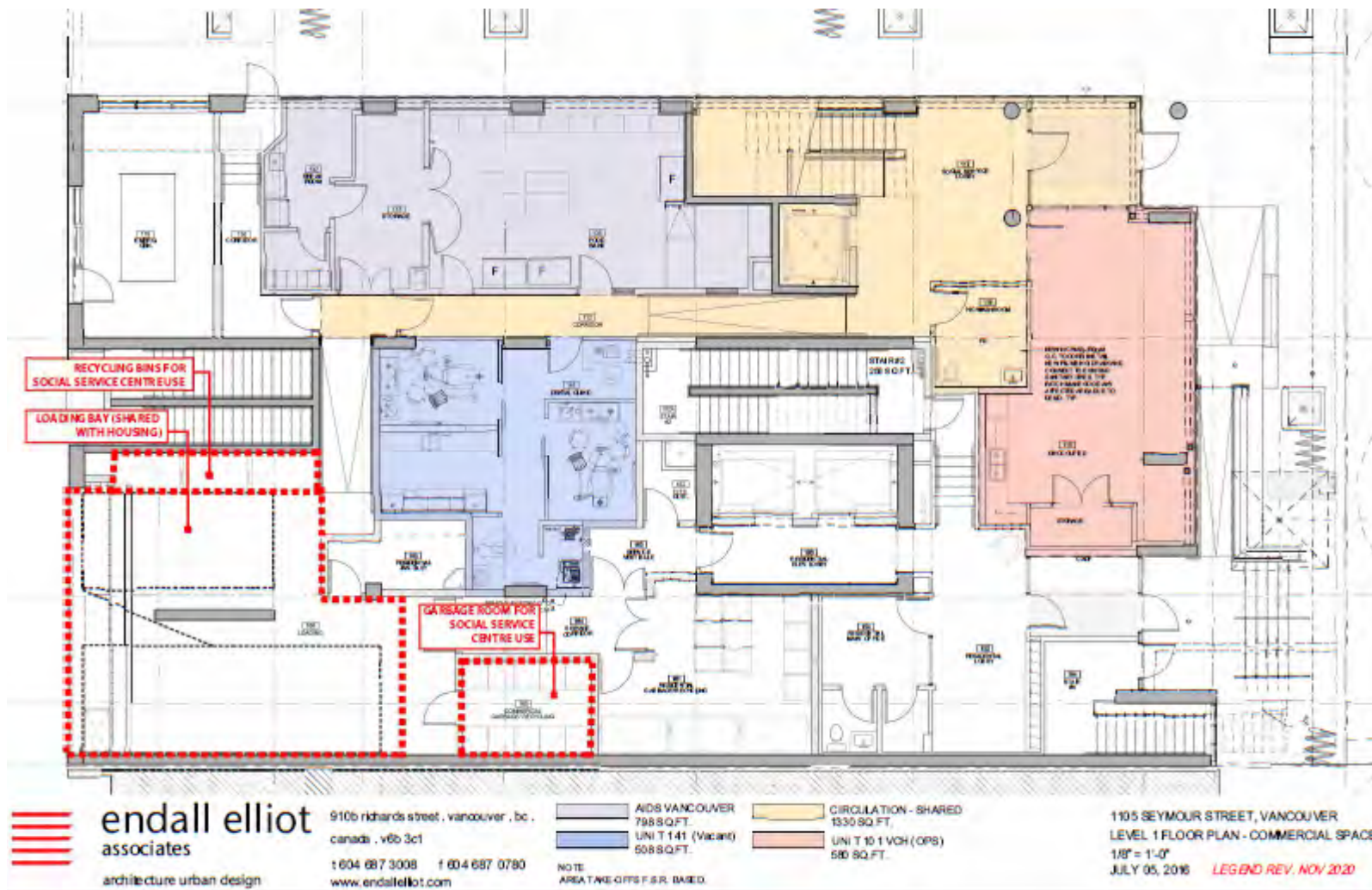


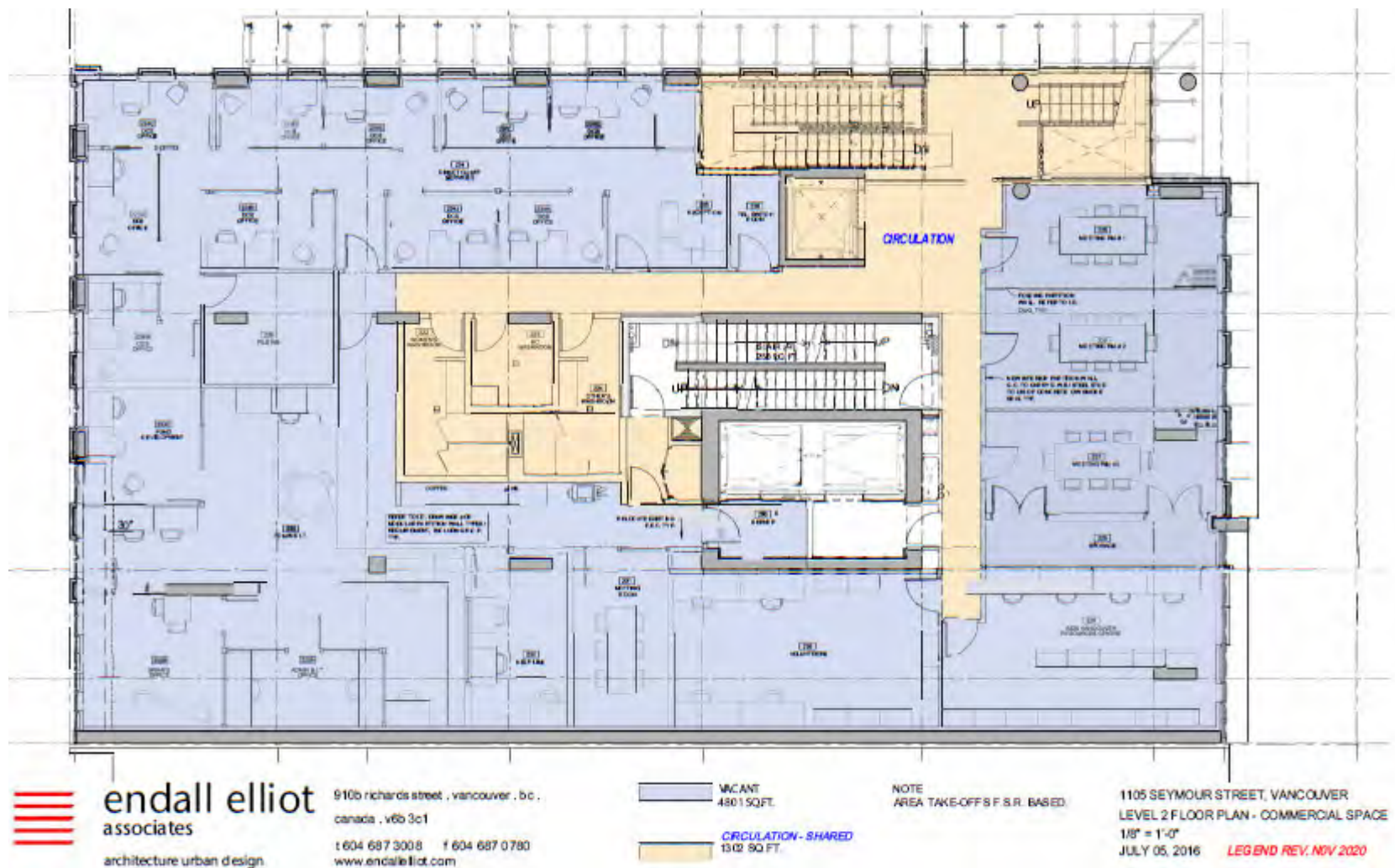




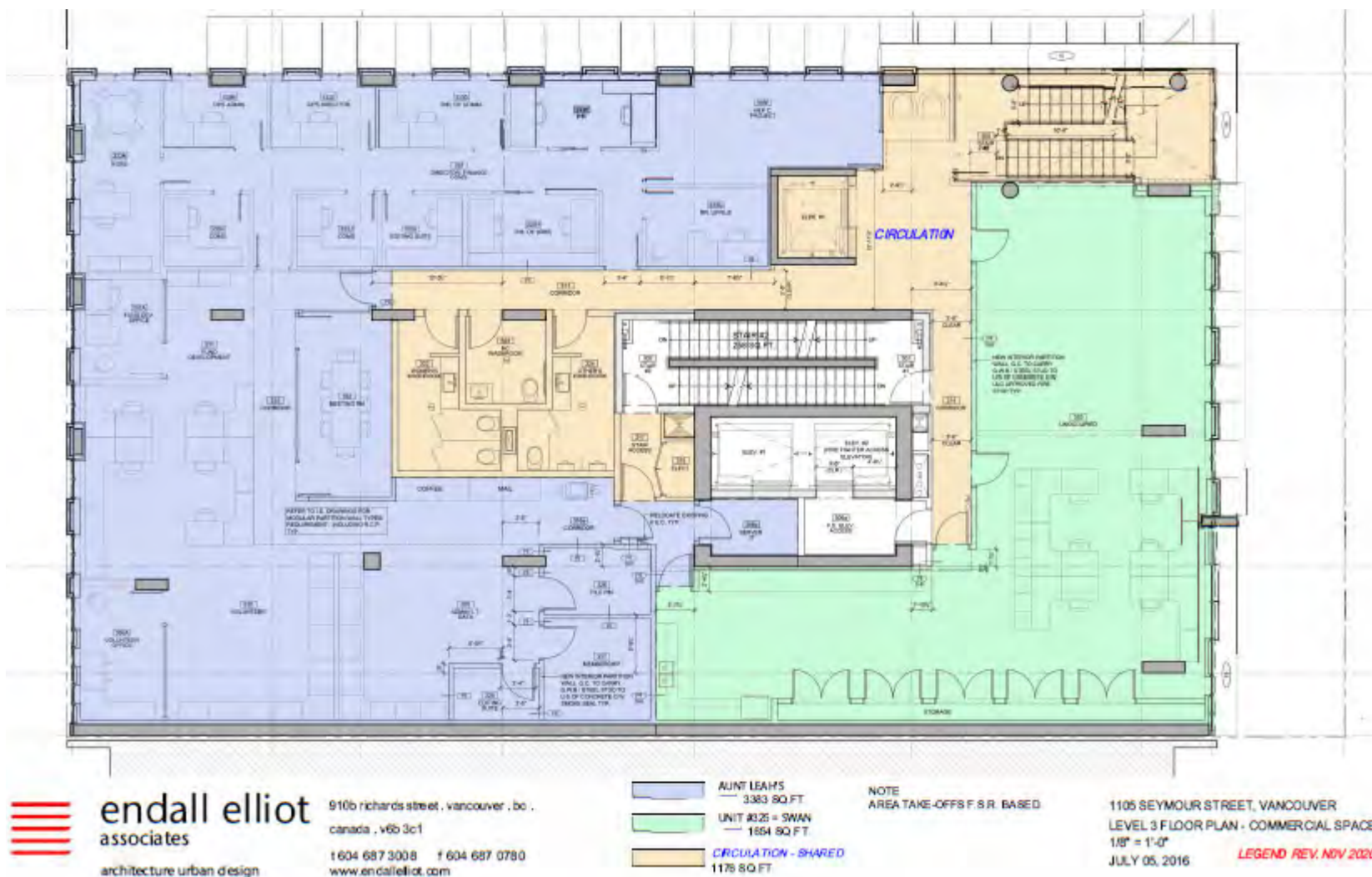


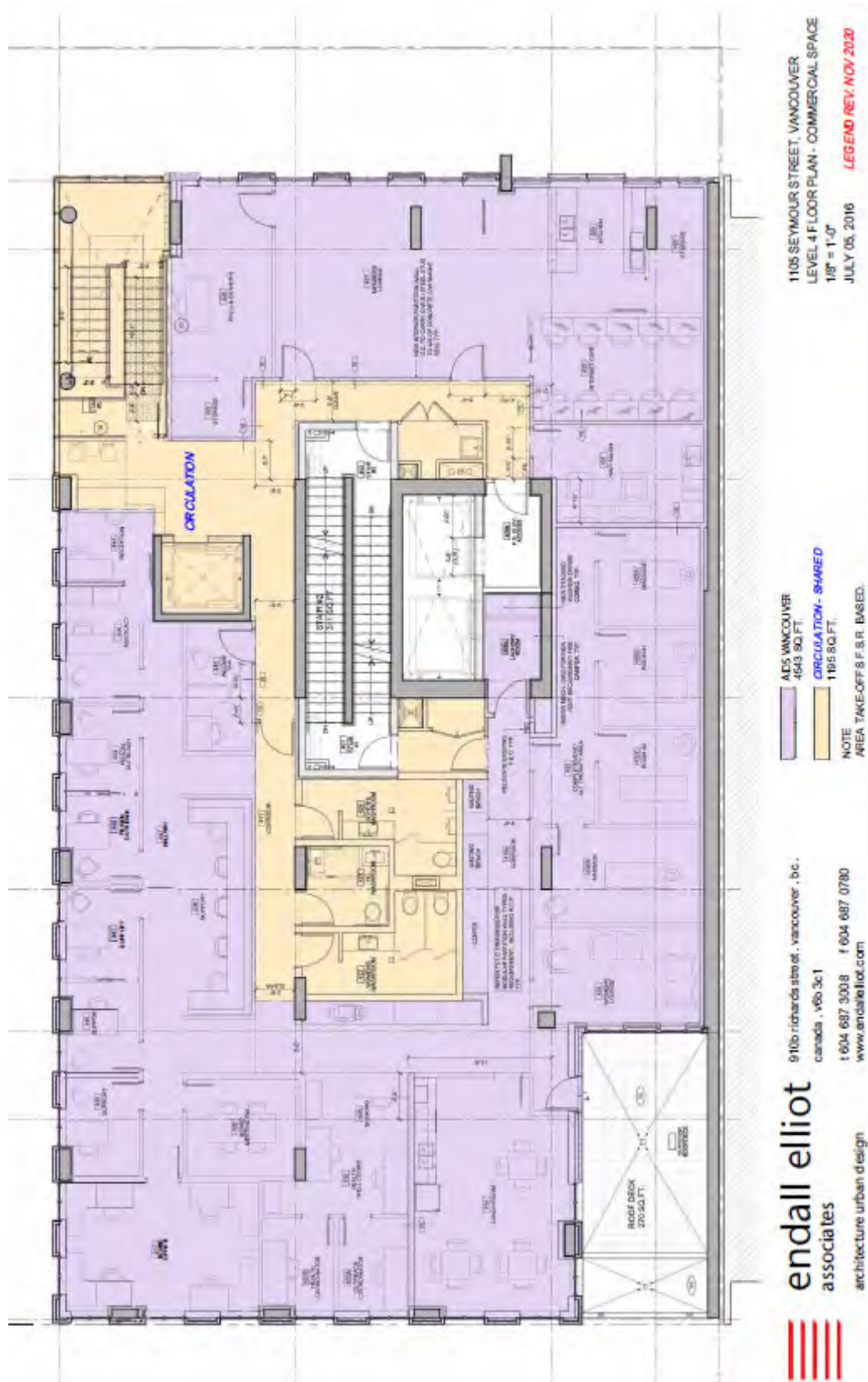












**SCHEDULE C  
PRIOR ENCUMBRANCES****TITLE SEARCH PRINT**

File Reference: REFM

Declared Value \$36759000

2020-12-01, 13:51:15

Requestor: Hannah Goossen

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*****Land Title District**

Land Title Office

VANCOUVER

VANCOUVER

**Title Number**

From Title Number

CA6247302

CA3763963

**Application Received**

2017-08-24

**Application Entered**

2017-08-31

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

CITY OF VANCOUVER  
453 WEST 12TH AVENUE  
VANCOUVER, BC  
V5Y 1V4**Taxation Authority**

Vancouver, City of

**Description of Land**

Parcel Identifier:

029-321-808

Legal Description:

LOT 1 BLOCK 93 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN EPP40740**Legal Notations**

HERETO IS ANNEXED EASEMENT CA3285134 OVER LOT A PLAN EPP32363

HERETO IS ANNEXED EASEMENT CA3285139 OVER LOT A PLAN EPP32363

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA6247303  
FILED 2017-08-24**Charges, Liens and Interests**

Nature:

COVENANT

Registration Number:

CA3285135

Registration Date and Time:

2013-08-09 17:17

Registered Owner:

CITY OF VANCOUVER

Remarks:

INTER ALIA

Title Number: CA6247302

TITLE SEARCH PRINT

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**TITLE SEARCH PRINT**

File Reference: REFM

Declared Value \$36759000

2020-12-01, 13:51:15

Requestor: Hannah Goossen

Nature: EASEMENT  
Registration Number: CA3285140  
Registration Date and Time: 2013-08-09 17:19  
Remarks: APPURTENANT TO LOT A PLAN EPP32363

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA3763977  
Registration Date and Time: 2014-06-05 11:14  
Registered Owner: CITY OF VANCOUVER  
Remarks: PART IN PLAN EPP40741

Nature: PRIORITY AGREEMENT  
Registration Number: CA3763979  
Registration Date and Time: 2014-06-05 11:14  
Remarks: GRANTING CA3763977 PRIORITY OVER CA3285140

Nature: COVENANT  
Registration Number: CA3763980  
Registration Date and Time: 2014-06-05 11:14  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA3763982  
Registration Date and Time: 2014-06-05 11:14  
Remarks: GRANTING CA3763980 PRIORITY OVER CA3285140

Nature: COVENANT  
Registration Number: CA3763983  
Registration Date and Time: 2014-06-05 11:14  
Registered Owner: CITY OF VANCOUVER  
Remarks: PART IN PLAN EPP40741  
MODIFIED BY CA6208387

Nature: PRIORITY AGREEMENT  
Registration Number: CA3763985  
Registration Date and Time: 2014-06-05 11:14  
Remarks: GRANTING CA3763983 PRIORITY OVER CA3285140

Nature: EQUITABLE CHARGE  
Registration Number: CA3763986  
Registration Date and Time: 2014-06-05 11:14  
Registered Owner: CITY OF VANCOUVER

Title Number: CA6247302

TITLE SEARCH PRINT

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**TITLE SEARCH PRINT**

File Reference: REFM

Declared Value \$36759000

2020-12-01, 13:51:15

Requestor: Hannah Goossen

Nature: PRIORITY AGREEMENT  
 Registration Number: CA3763988  
 Registration Date and Time: 2014-06-05 11:14  
 Remarks: GRANTING CA3763986 PRIORITY OVER CA3285140

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA3763989  
 Registration Date and Time: 2014-06-05 11:14  
 Registered Owner: CITY OF VANCOUVER

Nature: COVENANT  
 Registration Number: CA3763991  
 Registration Date and Time: 2014-06-05 11:14  
 Registered Owner: CITY OF VANCOUVER

Nature: COVENANT  
 Registration Number: CA3763993  
 Registration Date and Time: 2014-06-05 11:14  
 Registered Owner: CITY OF VANCOUVER

Nature: COVENANT  
 Registration Number: CA4089743  
 Registration Date and Time: 2014-11-20 09:44  
 Registered Owner: BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Nature: MORTGAGE  
 Registration Number: CA4376264  
 Registration Date and Time: 2015-05-04 11:32  
 Registered Owner: CANADIAN IMPERIAL BANK OF COMMERCE

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4376265  
 Registration Date and Time: 2015-05-04 11:32  
 Registered Owner: CANADIAN IMPERIAL BANK OF COMMERCE

Nature: COVENANT  
 Registration Number: CA5030070  
 Registration Date and Time: 2016-03-08 08:52  
 Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
 Registration Number: CA5030071  
 Registration Date and Time: 2016-03-08 08:52  
 Remarks: GRANTING CA5030070 PRIORITY OVER CA4376264 AND CA4376265

Title Number: CA6247302

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**TITLE SEARCH PRINT**

File Reference: REFM

Declared Value \$36759000

2020-12-01, 13:51:15

Requestor: Hannah Goossen

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5664941  
Registration Date and Time: 2016-11-23 07:23  
Registered Owner: SHAW CABLESYSTEMS LIMITED  
INCORPORATION NO. A0075382

Nature: MODIFICATION  
Registration Number: CA6208387  
Registration Date and Time: 2017-08-09 10:07  
Remarks: MODIFICATION OF CA3763983

Nature: PRIORITY AGREEMENT  
Registration Number: CA6208388  
Registration Date and Time: 2017-08-09 10:07  
Remarks: GRANTING CA6208387 PRIORITY OVER CA3285140

Nature: PRIORITY AGREEMENT  
Registration Number: CA6208389  
Registration Date and Time: 2017-08-09 10:07  
Remarks: GRANTING CA6208387 PRIORITY OVER CA4376264 AND  
CA4376265

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**SCHEDULE D  
SERVICE LEVEL AGREEMENT**

**SERVICE LEVEL AGREEMENT  
1101 Seymour  
NPO 4 (Vancouver Coastal Health Authority)**

For purposes of this document, the parties are identified as follows:

Housing Operator:	Head
Non-Profit Operator 1*:	NPO 1 (AIDS Vancouver)
Non-Profit Operator 2*:	NPO 2 (Aunt Leah's Place)
Non-Profit Operator 3*:	NPO 3 (SWAN)
Non-Profit Operator 4*:	NPO 4 (Vancouver Coastal Health Authority)
City of Vancouver	CoV

\*NPO 1,2,3,4 relates to size of leased premises, with NPO 1 being the largest and NPO 4 being the smallest.

**Proportionate Share 1:**

Refers to the proportionate share of the tenant's square footage in relation to the square footage of the entire building.

**Proportionate Share 2:**

Refers to the proportionate share of the tenant's square footage in relationship to the square footage of the Social Service Non-profit space on the floors 1-4.

To suit: Refers to each tenant being responsible for the described work within their own space.

(\*): Indicates line items that are included in the Basic Rent payable by the Tenant in accordance with Section 3.01.

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
1.1	Heating, Ventilation and Air Conditioning exclusive to or within the leased premises (excluding common equipment / systems)			

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
a	- annual inspection	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
b	- routine maintenance and repair	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
c	- provision & replacement of filter material	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
d	- cleaning of ducts	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
e	- life cycle replacement (Capital Maintenance)	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)/CoV
f	-misc. related operating costs	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
1.2	Common Heating, Ventilation and Air Conditioning (systems serving more than the leased premises)			
a	- annual inspection, maintenance and repair	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV



Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
2.1	Plumbing Systems exclusive to or within each of NPO 1,2,3 and 4 leased premises (excluding common systems/equipment)			
a	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3, or 4 to suit	N/A for NPO 4
b	- major repairs and replacement of hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3, or 4 to suit	N/A for NPO 4
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	N/A for NPO 4
d	- life cycle replacement of hot water systems, fixtures and piping	CoV	NPO 1,2,3, or 4 to suit	N/A for NPO 4
2.2	Plumbing Systems exclusive to the Social Service Component (excluding common systems/equipment, shared with the whole building)			
a	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
b	- major repairs and replacement of hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
d	- life cycle replacement of hot water systems, fixtures and piping	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)/CoV
2.3	Common Plumbing Systems (systems serving more than the Social Service component)			
a	- annual inspection, maintenance and repair	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
c	-maintenance of sump pumps	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
d	-life cycle replacement of sump pumps	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
3.1	Mechanical Systems and Equipment (including elevators) exclusive to or within the leased premises (excluding common systems/equipment)			
a	- preventive maintenance and repairs	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
b	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO 1,2,3 or 4 to suit	NPO 1,2,3, or 4 to suit	TR
c	- life cycle replacement	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)/CoV
3.2	Common Mechanical Systems and Equipment (serving more than the leased premises)			
a	- annual inspection, maintenance and repair	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
4.1	Fire Protection & Suppression exclusive to the leased premises			
a	- <u>Fire extinguishers</u> : monthly inspection;	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR

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Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
b	- <u>Fire extinguishers</u> : annual inspection; repairs, recharging, and life-cycle replacement	CoV	NPO 1,2,3, or 4 to suit	(*)
c	- <u>Smoke detectors</u> : monthly inspection	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
d	- <u>Smoke detectors</u> : annual inspection; repairs and/or life-cycle replacement	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
e	- <u>Fire alarm system</u> : annual inspection; maintenance, repairs	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
e.1	- <u>Fire alarm system</u> : life-cycle replacement	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)/CoV
f	- <u>Fire sprinkler system</u> : annual inspection (or more frequently as required); maintenance, repairs	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
f.1	- <u>Fire sprinkler system</u> : life-cycle replacement	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)/CoV
4.2	Common Fire Protection & Suppression (systems serving more than the leased premises)			
a	- highrise smoke control systems	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)



Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
b	- fire protection equipment and life safety systems and related devices (ie. alarms, fire pump and standpipe systems, emergency power and lighting, etc)	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
c	- highrise smoke control systems, fire protection equipment and life safety systems and related devices (ie. alarms, fire pump and standpipe systems, emergency power and lighting, etc) life cycle replacement	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
5.1	Security Systems dedicated to or within each of NPO 1, 2, 3, and 4 leased premises			
a	- system monitoring, inspection, maintenance and repair dedicated to each lessee'	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
b	- repair, replacement, re-keying of all locks	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
c	- life cycle replacement	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
5.2	Security Systems dedicated to Social Service Component			

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
a	- system monitoring, inspection, maintenance and repair dedicated to each lessee'	Head/NPO 1	NPO 1,2,3,4 Proportionate Share 2	(*)
b	- repair, replacement, re-keying of all locks	Head/NPO 1	NPO 1,2,3,4 Proportionate Share 2	(*)
c	- life cycle replacement	Head/NPO 1	NPO 1,2,3,4 Proportionate Share 2	(*)
5.3	Common Security Systems (systems serving more than the Social Service Component)			
a	- system monitoring, inspection, maintenance and repair	Head/NPO 1	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- life cycle replacement	Head/CoV	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
6.1	Electrical Distribution Systems exclusive to or within the leased premises (excluding common systems/equipment)			
a	- repairs and upgrades required by Code, initiated by tenant	NPO 1,2,3,4 To Suit	NPO 1,2,3,4 To Suit	TR
b	- inspection, maintenance and repair of wiring, breakers and electrical panels	NPO 1,2,3,4 To Suit	NPO 1,2,3,4 To Suit	TR

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
c	- repair or replacement of switches, receptacles, cover plates	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
d	- life cycle replacement of wiring, breakers and panels	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)/CoV
e	- maintenance, repair and replacement of auxiliary power systems	NPO 1,2,3,4 To Suit	NPO 1,2,3,4 To Suit	TR
f	- additions, enhancements to meet tenant's program needs, including ongoing maintenance	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
6.2	Common Electrical Distribution Systems (systems serving more than the leased premises)			
a	- repairs and upgrades initiated by Housing Operator	Head	Head	N/A
b	- inspection, maintenance and repair of electrical distribution systems	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
c	- life cycle replacement of electrical distribution systems	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
d	-maintenance, repair and replacement of the emergency generator	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV

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Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
6.3	Lighting Systems within each leased premises			
a	- bulb/tube replacement for interior lighting	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
b	- annual inspection, maintenance, and life cycle replacement of interior emergency/exit lighting	CoV	NPO 1,2,3,4 Proportionate Share <sup>2</sup>	(*)
c	- interior lighting ballast replacement	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
d	- cleaning of interior light fixtures	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
e	- life cycle replacement of interior fixtures	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
6.4	Lighting Systems common to Social Services Component			
a	- bulb/tube replacement for interior lighting	CoV	NPO 1,2,3,4 Proportionate Share <sup>2</sup>	(*)
b	- annual inspection and maintenance of interior emergency/exit lighting	CoV	NPO 1,2,3,4 Proportionate Share <sup>2</sup>	(*)
c	- interior lighting ballast replacement	CoV	NPO 1,2,3,4 Proportionate Share <sup>2</sup>	(*)

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Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
d	- cleaning of interior light fixtures	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
e	- life cycle replacement of interior fixtures and emergency/exit lighting	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)/CoV
f	- maintenance and repair of exterior lighting (fixed to the exterior shell of the leased premises)	Head	NPO 1,2,3,4 Proportionate Share 2	(*)
g	- life cycle replacement of exterior lighting (fixed to the exterior shell of the leased premises)	Head	NPO 1,2,3,4 Proportionate Share 2	(*)/CoV
6.5	Common Lighting Systems (systems serving more than the leased premises)			
a	- inspection, maintenance and repair	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	-cleaning	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
c	- life cycle replacement	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
7.1	Interior Windows within the leased premises			
a	- breakage and replacement of interior windows	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR

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Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
b	- routine repairs and cleaning	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
c	- replacement due to normal wear and tear	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
7.2	Exterior Windows of the leased premises and Canopy			
a	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	Head	NPO 1,2,3,4 Proportionate Share 2	(*)
b	- breakage, repair, and replacement of exterior windows or canopy, caused by the occupant or operations	Head	NPO 1,2,3, or 4 to suit	TR
c	- cleaning of interior surfaces of exterior windows	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
d	- cleaning of exterior surfaces of exterior windows and canopy	Head	NPO 1,2,3,4 Proportionate Share 2	(*)
7.3	Common Area Windows			
a	- breakage and repair (not caused by occupants or operations)	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- breakage and repair (caused by occupants or operations)	Head	Head, NPO 1,2,3, or 4 to suit	TR

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
c	- cleaning (of interior and exterior surfaces)	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
d	- life cycle replacement	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
7.4	Interior doors of the Leased Premises and Suite Entry doors			
a	- maintenance and repair, including hardware	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
b	- life cycle replacement, including hardware	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
7.5	Exterior doors of the Social Service Component			
a	- maintenance and repair, including hardware	Head	NPO 1,2,3,4 Proportionate Share 2	(*)
b	- life cycle replacement, including hardware	Head	NPO 1,2,3,4 Proportionate Share 2	(*)/CoV
7.6	Common Area Doors and Gates			
a	- maintenance and repair	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV



Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
8.1	Interior Surfaces dedicated to or within each of NPO 1, 2, 3, and 4 leased premises			
a	- interior life cycle repainting	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
b	- provision of, maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
c	- repairs to interior walls and ceilings, including minor painting	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
d	- life cycle replacement of ceiling tiles	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
e	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	CoV	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
g	- life cycle replacement of floor coverings	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
h	- maintenance and repair of millwork	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
i	replacement of millwork	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR

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Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
8.2	Interior Surfaces dedicated to the Social Service Component			
a	- maintenance and repairs for general wear and tear	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
b	- capital maintenance or replacements	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
8.3	Common Area Interior Surfaces (outside of the Social Service Component)			
a	- maintenance and repairs	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- capital maintenance or replacements	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
9.1	Major Structural Systems within the Building			
a	- maintenance and repairs of foundations, flooring sub-structure, building envelope including bearing walls, awning and roofing, due to damage related to the tenancy	Head	Tenant responsible for the damage	TR

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
b	- replacements of foundations, flooring sub-structure, building envelope including bearing walls, awning and roofing, due to damage not related to the tenancy	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
c	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
d	- exterior life-cycle repainting	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
e	-cleaning of eaves troughs, gutters and awning	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
10.1	Site Services within the Social Service Component			
a	-graffiti removal	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
10.2	Common Site Services outside of the leased premises			
a	- landscaping repairs and maintenance	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- grass cutting	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
c	- general cleaning of grounds, litter disposal	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
c.1	- safe pick-up and disposal of any discarded drugs and needles/drug paraphernalia as per lease (section 4.04)	NPO 4	NPO 4	TR
d	- snow and ice removal from steps, walkways, entrances including provision of de-icing materials	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
e	- snow and ice removal from entrance to parking areas	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
f	- snow and ice removal from roof areas, canopies, and/or awnings (if applicable)	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)/CoV
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
i	- maintenance and repair of parking areas for the leased premises	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
j	- graffiti removal	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)

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Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
11.1	Interior Signage within the leased premises			
a	- maintenance, repair and replacement of interior signage	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR if Tenant Sign (*) if shared signage
11.2	Exterior Signage (within the leased premises and/or outside the leased premises)			
a	- maintenance, repair and replacement (subject to prior approval of CoV)	NPO 1,2,3, or 4 to suit	NPO 1,2,3,4 Proportionate Share 2	TR if Tenant Sign (*) if shared signage
11.3	Signage exterior to the leased premises			
a	- maintenance, repair and replacement (subject to prior approval of CoV)	NPO 1,2,3, or 4 to suit	NPO 1,2,3,4 Proportionate Share 2	TR if Tenant Sign (*) if shared signage
12.1	Play Area and Equipment - N/A			N/A
13.1	Janitorial Services dedicated to or within each of NPO 1, 2,3, and 4 leased premises			
a	- routine janitorial/custodial services	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR



Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
b	- pest control services (interior)	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
c	- provision of all washroom supplies	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	N/A
13.2	Janitorial Services for common areas of Social Service component			
a	- routine janitorial/custodial services	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
b	- pest control services (interior)	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
c	- provision of all washroom supplies	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
d	- garbage and recycling removal services	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
13.3	Common Area Janitorial Services (outside of the Social Service Component)			
a	- routine janitorial/custodial services	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- pest control services (exterior)	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
14.1	Appliances, Program and Other Non-Installed Equipment within the leased premises			
a	- inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
b	- replacement of all appliances, program and non-installed equipment	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
c	- maintenance, repair and replacement of furniture	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
15.1	Renovations and Upgrades to the Leased Premises			
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by CoV)	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
16.1	Utilities (dedicated to or within NPO 4 leased premises)			
a	- electricity	NPO 4	NPO 4	TR

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
b	- gas	Head	NPO 1,2,3,4 Proportionate Share 2	N/A
c	- water and sewer	Head	NPO 1,2,3,4 Proportionate Share 2	N/A
d	-neighbourhood energy utility (NEU)	Head	NPO 1,2,3,4 Proportionate Share 2	TR
e	- all other municipal utilities charges which appear on the property tax notice	Head	NPO 1,2,3,4 Proportionate Share 2	TR
16.2	Utilities for common areas of the Social Service component (including shared circulation areas)			
a	- electricity	CoV	NPO 1,2,3,4 Proportionate Share 2	(*)
b	- gas	Head	NPO 1,2,3,4 Proportionate Share 2	(*)
c	- water and sewer	Head	NPO 1,2,3,4 Proportionate Share 2	(*)
d	-neighbourhood energy utility (NEU)	Head	NPO 1,2,3,4 Proportionate Share 2	(*)
e	- all other municipal utilities charges which appear on the property tax notice	Head	NPO 1,2,3,4 Proportionate Share 2	(*)

11/27/2020

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1101 Seymour

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
16.3	Common Utilities (outside of the Social Service component)			
a	- electricity	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
b	- gas	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
c	- water and sewer	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
d	-neighbourhood energy utility (NEU)	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
e	- all other municipal utilities charges which appear on the property tax notice	Head	Head, NPO 1,2,3,4 Proportionate Share 1	(*)
17.1	Business Operations			
a	- staff costs	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
b	- telephone, internet & cable services	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
c	- insurance (CGL, business interruption, contents, etc.)	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR



Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR=Direct Tenant Responsibility
d	- supplies and equipment, including for bathrooms	NPO 1,2,3, or 4 to suit	NPO 1,2,3, or 4 to suit	TR
e	- security services	NPO 1,2,3, or 4 to suit	NPO 1,2,3,4 Proportionate Share 2	TR

#### Life Cycle Replacement

Life cycle replacement is based on fair wear and tear. The need of such replacement is at the Landlord's sole discretion.

#### Damage

Notwithstanding the foregoing, it is a condition hereof that the Landlord's obligation to maintain, repair, and replace parts of the Premises as indicated above is always subject to the availability of funds currently budgeted by the Landlord for such purposes at the Premises.

**SCHEDULE E**  
**TENANT IMPROVEMENT CHECKLIST, NOTICE TO TENANTS OF CITY OWNED BUILDINGS,**  
**BUILDING BY-LAW "LESSEE'S UNDERTAKING FOR TENANT IMPROVEMENTS"**



REAL ESTATE & FACILITIES MANAGEMENT  
 Facilities Planning & Development (FPD)

**Tenant Improvement Checklist** (To be completed by Tenant & submitted to FPD)

PROJECT NAME & ADDRESS:

<b>Pre-approval Phase</b> (items required prior to City issue of Owner's Undertaking)	
<input type="checkbox"/>	Received and reviewed "City of Vancouver: Notice to Tenants of City Owned Buildings"
<input type="checkbox"/>	Submitted all design drawings of proposed tenant improvements including but not limited to architectural/interior design as required of the City of Vancouver development permit review branch, for review and approval, to City of Vancouver Facilities Planning and Development (FPD) prior to submission for development permit.
<input type="checkbox"/>	Submitted all drawings of proposed tenant improvements including but not limited to architectural/interior design, structural, mechanical and electrical to show new and changes/alterations to building systems such as HVAC, plumbing, fire protection sprinkler system, and power, for review and approval, to FPD prior to submission for building permit.
<input type="checkbox"/>	Submitted construction details for building envelope work including penetrations through the roof and exterior walls to FPD for review prior to submission for building permit.
<input type="checkbox"/>	Submitted Schedule E-3, Building By-law "Lessee's Undertaking for Tenant Improvements" to FPD. (required prior to City's issue of Schedule E-2, Building By-law "Owner's Undertaking for Tenant Improvements")
<input type="checkbox"/>	Completed and submitted the attached TI Contact List to FPD, and notably to include name of the "Prime Contractor" responsible for construction safety, and the "Field Safety Representative" (FSR) as required of the BC Safety Authority for electrical safety when contact information is available. Provide updated list as required.
<b>Pre-construction Phase</b> (items required prior to Construction)	
<input type="checkbox"/>	Received Tenant Improvement (TI) Review Letter from City of Vancouver Facilities Planning and Development to proceed with development permit application and/or building permit application for construction.
<input type="checkbox"/>	Submitted drawings/documents on any changes to scope of work not outlined in the TI Review Letter to FPD for approval.
<input type="checkbox"/>	Obtained building permit from the City Building Review Branch prior to construction.
<input type="checkbox"/>	Received and reviewed hazardous materials reports, if applicable, from City of Vancouver Environmental Services (attached to TI Review Letter).
<input type="checkbox"/>	If hazardous materials are present in the project area, retained the services of an environmental consultant and/or hazardous material abatement contractor from the approved lists provided by the City of Vancouver Environmental Services to perform the abatement work. Submitted names to FPD.
<input type="checkbox"/>	For hazardous materials on site, received approval of WorkSafeBC procedures from City of Vancouver Environmental Services prior to commencing construction.
<input type="checkbox"/>	Submitted a copy of the construction schedule to FPD.
<b>Construction Phase</b>	
<input type="checkbox"/>	Submitted a letter, signed by the General Contractor or other party responsible to be the "Prime Contractor" for the project, declaring qualifications and responsibility for construction safety.
<input type="checkbox"/>	Submitted copies of letters of assurance from certified registered professionals as required of the City of Vancouver Building Review Branch to FPD.
<input type="checkbox"/>	Submitted a copy of the Building Permit and all trade (including electrical and plumbing) permits to FPD.
<input type="checkbox"/>	Submitted a copy of the fire alarm verification report if applicable to FPD.
<input type="checkbox"/>	Submitted a copy of the Occupancy Permit to FPD.
<b>Post-Construction Phase</b>	
<input type="checkbox"/>	Submitted record drawings of as-builts in the form of a CAD file and pdf to FPD.

453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4 Canada  
 tel: 3-1-1, Outside Vancouver 604.873.7000 fax: 604.873.7419  
 website: vancouver.ca

Update\_22-Aug-17



REAL ESTATE & FACILITIES MANAGEMENT  
Facilities Planning & Development

### Tenant Improvement Contact List

**PROJECT NAME & ADDRESS:**

Name & Organization		
Lessee (tenant)		Address
		Tel/Cell
		Email
"Prime Contractor" (as defined in BC Workers Compensation Act)		Address
		Tel/Cell
		Email
General Contractor		Address
		Tel/Cell
		Email
Field Safety Representative (as defined by the BC Safety Authority)		Address
		Tel/Cell
		Email
Architect/Design Professional		Address
		Tel/Cell
		Email

TI Review Contact List\_Issued 07-21-17.docx

City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia V5Y 1V4 Canada  
tel: 3-1-1, Outside Vancouver 604.873.7000 fax: 604.873.7419  
website: vancouver.ca



**PROJECT NAME & ADDRESS:**

	Name & Organization	
Coordinating Certified Professional (as defined in the Vancouver Building By-law)		Address
		Tel/Cell
		Email
Structural Engineer		Address
		Tel/Cell
		Email
Mechanical Engineer		Address
		Tel/Cell
		Email
Electrical Engineer		Address
		Tel/Cell
		Email
Building Envelope Consultant		Address
		Tel/Cell
		Email
Other		Address
		Tel/Cell
		Email



23 June 2015

## NOTICE TO TENANTS OF CITY OWNED BUILDINGS

FROM: City of Vancouver Real Estate and Facilities Management Department

SUBJECT: Tenant Improvements and Hazardous Material in City of Vancouver Buildings

As a tenant in a building owned by the City of Vancouver acting as landlord (the "City"), we understand that from time to time you may want to make minor or major alterations to your leased premises.

Please be advised that unless otherwise set out in your lease, *any* proposed alteration that will disturb, remove, cover, attach to, or penetrate existing finishes or assemblies is required to be reviewed and approved *in advance* by the City. This requirement applies to modifications or repairs on any scale, even those that do not require regulatory approval, such as a development, building, or trade permits. Such work may include the installation of fixed millwork or shelving, flooring application, fixture replacement, removal of any fixed elements, or any cosmetic work involving sanding or scraping.

Some City-owned buildings contain hazardous materials (e.g., asbestos, lead-based coatings, silica) and while these materials in finishes or assemblies pose little risk when they are not disturbed, they create a risk to you and your space and a compliance issue with WorkSafeBC if they are disturbed.

If you are planning to make alterations on any scale, please submit a written request describing the scope of work to the City via your City contact, who will review the affected areas with the City's Hazardous Materials Team ("HMT"). The HMT will confirm whether any hazardous materials are present.

If hazardous materials are present in the area(s) of work and you wish to proceed with the work, you will be required to abate these materials in order to proceed with tenant improvement work, in accordance with the terms and conditions attached as Appendix A. Again, these requirements apply even for work that does not require formal regulatory approval (for example, in the form of a development, building, demolition or trade permits).

City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia V5Y 1V4 Canada  
tel: 3-1-1, Outside Vancouver 604.873.7000 fax: n/a  
website: vancouver.ca



Work that does require formal regulatory approval will also require an Owner's Undertaking to be completed by the City as a condition of permit application. You are required to submit full drawings and specifications for the proposed work to your City contact for review in advance of your permit submission and allow for the City to review and approve the work prior to release of the Owner's Undertaking letter.

Please note that for all tenant improvement work that you undertake, you are an "owner" as defined under the British Columbia *Workers' Compensation Act*. You are strongly advised to designate, in writing, that your (general) contractor is the "prime contractor" for the improvement work to protect yourself and the Landlord.

Please do not hesitate to contact your City contact if you have any questions about the contents of this letter.



**APPENDIX A  
REQUIREMENTS WHERE HAZARDOUS MATERIALS ARE PRESENT**

If hazardous materials are found present in the area of work for any proposed alterations, the Tenant must abate the hazardous materials on the following terms and conditions:

- work begins after assessment, specification review and approval from the HMT;
- the full cost of the abatement work must be covered by the Tenant;
- the Tenant (or their prime contractor) is responsible to submit a Notice of Project to WorkSafeBC with a copy to their City contact;
- the abatement work must be performed by a qualified abatement contractor selected by the Tenant from the City's list of qualified hazardous materials contractors following specifications reviewed and approved by the HMT;
- the abatement work must be monitored by a qualified consultant selected by the Tenant from the City's list of pre-qualified hazardous materials consultants;
- the Tenant must advise their City contact in advance of dates when abatement work is scheduled to commence and to be completed; and
- the Tenant must submit to the HMT a copy of all assessment, abatement, inspection and clearance reports.

## SCHEDULE E-3

Note: To be submitted with the application for a Building Permit



**BUILDING BY-LAW  
"LESSEE'S UNDERTAKING FOR TENANT  
IMPROVEMENTS"**

The Chief Building Official  
City of Vancouver  
453 West 12th Avenue  
Vancouver, B.C.  
V5Y 1V4

Date (Month Day Year)

Dear Sir:

RE: Property Address \_\_\_\_\_  
Building Permit Application No. \_\_\_\_\_

In consideration of the City accepting and processing the above application for a building permit, and as required by the Building By-law, the following representations, warranties and indemnities are given to the City.

1. (a) If an individual is the lessee:  
( ) That I am the lessee of the above property, or  
(b) If a corporation is the lessee of the property,  
( ) That \_\_\_\_\_ is the lessee of the above property.  
(Name of Corporation)
2. The lessee will comply with, and cause those employed for this project to comply with all applicable by-laws of the City of Vancouver and other statutes and regulations in force in the City of Vancouver relating to the development, work, undertaking or permission in respect of which this application is made.
3. The lessee fully understands the requirements herein, and acknowledges full responsibility for carrying out the work, or gives assurance that the work be carried out, in accordance with all by-laws governing the construction of the building. The lessee understands and acknowledges that the issuance of any permit, including an Occupancy Permit, or the inspection or approval or passage of work by the City is not a representation or warranty that any by-law has been complied with and the Lessee remains responsible at all times to assure compliance. The lessee has read and understands Article 1.3.2.1. and Article 1.4.1.5. of Division C Book I and Book II of the Building By-law which are set out on the reverse side hereof.
4. The lessee hereby agrees to indemnify and save harmless the City of Vancouver and its employees from all claims, liability, judgments, costs and expenses of every kind including negligence which may result from the failure to comply fully with all by-laws, statutes and regulations relating to any work or undertaking in respect of which this application is made.
5. Where used herein the words "work" or "undertaking" in respect of which this application is made, the lessee understands this to include all electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated construction.

Lessee's Undertaking (continued) Property Address \_\_\_\_\_  
 Building Permit Application No. \_\_\_\_\_

6. I am authorized to give these representations, warranties, assurances and indemnities to the City of Vancouver. This Lessee's Undertaking is executed by the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
 (Day) (Month) (Year)

1. Where lessee is an individual: Signed and delivered in the presence of:
- |                                |                                 |
|--------------------------------|---------------------------------|
| Lessee's Signature _____       | Witness's Signature _____       |
| Lessee's Name _____<br>(PRINT) | Witness's Name _____<br>(PRINT) |
|                                | Witness's Address _____         |
- 
2. Where lessee is a corporation: Signed, sealed and delivered in the presence of:
- |                                 |                                 |
|---------------------------------|---------------------------------|
| Name of Corporation _____       | Witness's Signature _____       |
| Per: Authorized Signatory _____ | Witness's Name _____<br>(PRINT) |
| Name _____<br>(PRINT)           | Witness's Address _____         |

**Building By-law, Division C, Article 1.3.2.1. Intent**

- 1) This By-Law sets standards in the general public interest. It is enacted and retained on the understanding and specifically expressed condition that it creates no duty whatsoever on the city, the Chief Building Official or any employee of the city to enforce its provisions, and on the further condition that a failure to administer or enforce its provisions, or the incomplete or inadequate administration or enforcement of its provisions, shall not give rise to a cause of action in favour of any person whatsoever. The issuance of any permit, including an occupancy permit, is not a representation, warranty or statement that this By-Law or any other enactment has been complied with, and the issuance thereof in error shall not give rise to a cause of action. Accordingly, words in this By-law defining the responsibilities and authority of the Chief Building Official shall be construed as internal administrative directions which do not create a duty.

**Building By-law, Division C, Article 1.4.1.5. Compliance with By-law and Other Enactments**

- 1) The owner shall comply with this By-law and all other applicable enactments.
- 2) The owner shall ensure that all work, construction, or occupancy is carried out in accordance with this By-law and all other applicable enactments.
- 3) The owner shall ensure that the occupancy of a building or part of a building complies with the occupancy permit.
- 4) The issuance of a permit, the acceptance of plans and supporting documents submitted for a permit, or the making of inspections by the Chief Building Official shall not relieve the owner of a building from the full responsibility for carrying out the work or having the work carried out in accordance with this By-law and all other applicable enactments.