



## **AGENDA**

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

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

1. **Motion:** *THAT the Board approve the May 21, 2024 open session agenda, as circulated.*

### **C. APPROVAL OF MINUTES**

1. **Motion:** *THAT the Board approve the April 16, 2024 open session minutes, as circulated.* 1

### **D. DELEGATIONS**

None.

### **E. EXTERNAL REPORTS & PRESENTATIONS**

1. Campus and Community Planning Report – Carole Jolly, Director of Community Development and Engagement, Campus and Community Planning 5
2. Electoral Area A Director Monthly Report – Jen McCutcheon, Electoral Area A Director

### **F. REPORTS**

1. May 2024 Management Report 7
2. Online Version of the *UNA Guidebook* Report – Glenda Ollero, Communications Manager 20

#### **Recommendation:**

*THAT the Board approve the online version of the UNA Guidebook for publication on the UNA website and distribution to the community.*

3. UNA Administrative Office Lease Renewal Report – Wegland Sit, Operations Manager 24

#### **Relevant Attachments:**

- Lease Extension Agreement for the UNA Administrative Office 27
- Wesbrook Village Sublease Office Form Lease for the UNA Administrative Office 2018-2021 32



**Recommendation:**

*THAT the Board approve the lease extension agreement for the UNA Administrative Office and authorize the Chair to execute the agreement, as circulated.*

4. Print Issue Publication Options for *The Campus Resident* Report – Glenda Ollero, Communications Manager 100

**Recommendation:**

*THAT the Board direct staff to*

- *Option A – begin the work required to transition The Campus Resident to publish more print editions as recommended in Option A of the circulated report.*
- *Option B – begin the work required to transition The Campus Resident to publish more print editions as recommended in Option B of the circulated report.*
- *Option C – continue with the current print schedule.*

5. UNA Staff Parking Plan Report – Wegland Sit, Operations Manager 105

**Recommendation:**

*THAT the Board approve the proposed UNA Staff Parking Permit and Pricing Structure and direct staff to develop and implement the structure, as circulated.*

6. UBC Community Amenity Charges Report – Paul Thorkelsson, Chief Administrative Officer 110

Relevant Attachments:

- 2023-24 Community Amenity Charges Revenue and Expenditures – Letter Dated April 3, 2024 112

7. Governance & Human Resources Committee Update

- a. Corporate Policy Framework Report – Chris Hakim, Corporate Services Specialist 119

Relevant Attachments:

- Corporate Policy Framework (#01-19) – May 2024 Draft 122
- UNA Corporate Policy Index – May 2024 126

**Recommendation:**

*THAT the Board approve the proposed Corporate Policy Framework (#01-19), as circulated.*



- b. 2024 UNA Board of Directors Election Planning Report – Chris Hakim, 127  
Corporate Services Specialist

Relevant Attachments:

- UNA 2021 Release of Membership Data Report 132

8. Neighbours Agreement Committee Update – Director Holmes

**G. UNFINISHED BUSINESS**

None.

**H. NEW BUSINESS**

None.

**I. ADJOURNMENT**

**Recommendation:**

*THAT the Board adjourn into a closed session to discuss matters that are, or are related to, discussions and dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests, and the approval of minutes for a closed session or restricted closed session of a Board meeting.*



## MINUTES

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### **PRESENT:**

Richard Watson – Chair  
Bill Holmes  
Eagle Glassheim  
Fei Liu  
Murray McCutcheon

### **UBC MEMBERS:**

Carole Jolly  
Silvia Magnano

### **STAFF:**

Paul Thorkelsson – Chief Administrative Officer  
Abdalla Hobi – IT Specialist  
Athena Koon – Finance Manager  
Chris Hakim – Corporate Services Specialist  
Emmanuel Samoglou – Communications Specialist  
Glenda Ollero – Communications Manager  
Wegland Sit – Operations Manager

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

The University Neighbourhoods Association (UNA) Board meeting's open session was called to order at 5:31 p.m.

The Chair acknowledged that the meeting was held on the traditional and unceded territories of the Musqueam people.

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

**MOVED** by the Chair

**SECONDED** by Director McCutcheon

*THAT the Board approve the April 16, 2024 agenda, as circulated.*

**CARRIED**

### **C. APPROVAL OF MINUTES**

**MOVED** by the Chair

**SECONDED** by Director Glassheim

*THAT the Board approve the March 12, 2024 minutes, as circulated.*

**CARRIED**



#### D. DELEGATIONS

None.

#### E. EXTERNAL REPORTS & PRESENTATIONS

1. Campus and Community Planning Report

Carole Jolly, the UBC Director of Community Development and Engagement, presented the report contained in the meeting package, followed by questions from the Board.

2. Electoral Area A Monthly Report

The report contained in the meeting package was presented, followed by questions from the Board.

#### F. REPORTS

1. April 2024 Management Report

The Management team presented their respective reports contained in the meeting package, followed by questions from the Board.

2. 2023-24 UNA Staff Work Plan 4th Quarter Update

The Chief Administrative Officer presented the report contained in the meeting package, followed by questions from the Board.

3. 2024-25 UNA Staff Work Plan

The Chief Administrative Officer presented the report contained in the meeting package, followed by questions from the Board.

**MOVED** by the Chair

**SECONDED** by Director Holmes

*THAT the Board approve the 2024-25 UNA Staff Work Plan, as circulated and commented on.*

**CARRIED**

4. 2024/25 Board Projects Report

The Finance Manager presented the report contained in the meeting package, followed by questions from the Board.

**MOVED** by Director Holmes

**SECONDED** by Director Glassheim

*THAT the Board approve the funding of the proposed list of projects, as circulated.*

**CARRIED**



5. Finance & Audit Committee Update

a. 2023/24 Year End Audit Plan Report

The Finance Manager presented the report contained in the meeting package. No questions followed.

b. FY2023/24 Capital Reserve Transfer

The Finance Manager presented the report contained in the meeting package, followed by questions from the Board.

**MOVED** by Director Holmes

**SECONDED** by Director Glassheim

*THAT the Board approve the transfer to the Capital Reserve equal to the amortization amount for capital assets for fiscal year 2023/24 minus the amortization of the deferred capital contributions.*

**CARRIED**

6. Governance & Human Resources Committee Update

a. Byelection & Appointment Process Report

The Corporate Services Specialist presented the report contained in the meeting package, followed by questions from the Board.

**MOVED** by the Chair

**SECONDED** by Director McCutcheon

*THAT the Board direct staff to draft the bylaw amendments, in consultation with legal counsel, and policy statements that reflect the general process described in the report, as circulated and commented on.*

**CARRIED**

b. Corporate Policy Framework Report

The Corporate Services Specialist presented the report contained in the meeting package, followed by questions from the Board.

7. Neighbours Agreement Committee Update

Director Holmes provided a verbal report. No questions followed.

**G. UNFINISHED BUSINESS**

None.

**H. NEW BUSINESS**

None.



**I. ADJOURNMENT**

**MOVED** by the Chair

**SECONDED** by Director Glassheim

*THAT the Board adjourn into a closed session to discuss matters that are, or are related to, discussions and dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests, and the approval of minutes for a closed session or restricted closed session of a Board meeting.*

**CARRIED**

*The meeting adjourned into a closed session at 7:09 p.m.*

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# THE UNIVERSITY OF BRITISH COLUMBIA

## Campus + Community Planning

### Memorandum

**From:** Simmi Puri, Communications Manager, Campus + Community Planning  
**To:** UNA Board  
**Date:** May 21, 2024  
**Subject:** Monthly Update from Campus and Community Planning

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### Film & Events Notification

#### May

**UBC Spring Graduation** at Chan Centre for the Performing Arts, Buchanan Courtyard and Main Mall from Crescent Road to Memorial Road.

Wednesday, May 22<sup>nd</sup> to Friday, May 24<sup>th</sup> and Monday, May 27<sup>th</sup> to Thursday, May 30<sup>th</sup> from 8am to 4pm each day.

Crescent Road will be closed each day from 7am to 7pm. A schedule of ceremonies can be [found here](#).

#### June

**Longest Day Road Race.** Road closures will apply.

Friday, June 14<sup>th</sup> from 5pm to 9pm. Details to come

**Vancouver Half Marathon.** Road closures will apply.

Sunday, June 23<sup>rd</sup> from 7:30am to 11am. Details to come

### Roadwork update

The watermain replacement work on 16th Avenue is progressing well and the northbound lane on Wesbrook Mall from Berton Avenue to 16th Avenue is open as of May 9th. The eastbound curb lane on 16th Avenue will remain closed from Wesbrook Mall to Binning Road for the duration of the project. The pathway on the south side of 16th Avenue will be kept open for pedestrians. Learn more: <https://planning.ubc.ca/roadwork>.

The various projects in Wesbrook Place are being coordinated to minimize impacts to neighbourhood residents and visitors.



## NCAP Update

After two rounds of community engagement, targeted workshops with the UNA and detailed technical work, the final draft NCAP will be submitted to UBC's Board of Governors for approval in June 2024. NCAP is our pathway to a net-zero, climate resilient community and has been shaped and refined through technical planning work with internal and external subject matter experts from across disciplines and reflects public input.

NCAP will adapt and evolve to ensure we are taking advantage of all opportunities including new technical advancements and government policies and programs. Regular reporting updates will be provided to the community to highlight our progress on actions, and to monitor our progress towards our targets and goals.

## Development Update

The turf on the Vancouver School Board field south of University Hill Secondary School will be replaced. Work will begin in May and will be completed in August, 2024.

## Community Update

### **Kids Fit starts May 13!**

Our popular Kids Fit program is back! Offered in collaboration with Active Kids (School of Kinesiology), this six-week physical literacy program features fun group games, sports, and exploration of UBC's world-class recreational facilities, led by senior-level student coaches in UBC's School of Kinesiology. Spaces are limited, and the cost is \$40 for UNA residents. Registration links and more information can be found at [www.inspired.ubc.ca/kidsfit](http://www.inspired.ubc.ca/kidsfit).



**Report Date:** May 3, 2024  
**Meeting Date:** May 21, 2024  
**From:** Paul Thorkelsson, Chief Administrative Officer  
**Subject:** May 2024 Management Report

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## **Background**

The May 2024 Management Report is presented for information.

## **Decision Requested**

For information.

## **Discussion**

### **CHIEF ADMINISTRATIVE OFFICER**

Some of the key areas that I worked on include the following:

#### ***Board Relations***

- Attended the May 2024 Governance & Human Resources Committee, Land Use Advisory Committee (by proxy), and Neighbours Agreement Committee meetings.
- Attended the May 2024 special Board meetings.
- Continued the weekly meeting schedule with the UNA Chair.

#### ***Operations***

- Started implementation of the new online voting system for the upcoming 2024 UNA Board of Directors election.
- Continued planning for the upcoming 2024 UNA Board of Directors election and AGM.
- Implemented revised CAO work locations schedule – Thursdays at WCC, Fridays at OBCC.

#### ***Finance***

- Received a report from UBC on the Community Amenity Charges.
- Supported implementation of a new financial software.

### ***Programs and Services***

- Supported the Neighbours Agreement Committee in its ongoing negotiations with UBC on the new Neighbours Agreement.
- Supported off-leash dog area working group on its site evaluation.
- Supported staff in the initial planning for Neighbours Day 2024.
- Supported UNA input on the draft NCAP – NCAP Staff Working Group, UNA Board meeting.

### ***Human Resources***

- Initiated discussion with external consultant on 2024 compensation review and process.

### ***Community Relations***

- Continued monthly check-in meetings with AVP Campus and Community Planning.
- Scheduled initial introductory meeting with the UEL Manager.
- Supported UNA/UBC collaboration efforts supporting newcomers in the community – UNA/UBC newcomers discussion group.

## **COMMUNICATIONS**

### **UNA Website**

The Communications Department is working with the UNA Finance & Audit Committee Chair and UNA Finance Manager on updating the UNA website's finance section. The new section will feature a different organization of information that will be distributed throughout multiple pages. The finance section will also get its own menu and will be featured more prominently on the navigation bar.

### ***The Campus Resident***

As per the Board's request, the Communications Department has included a report investigating options for a more frequent print publication schedule of *The Campus Resident*. *The Campus Resident* published its latest issue online on May 2, 2024.

### **Online UNA Guidebook**

As part of its work plan, the Community Engagement Advisory Committee, before it was put on hiatus, started work on creating an online version of the printed *UNA Guidebook* (a manual for residents that summarizes the UNA's role and services). A report presenting a draft version of the online *UNA Guidebook* is included separately for the Board's review.



### **UNA Annual Report 2023**

The Communications Department is working on a modified format of the Annual Report that will include more metrics, departmental information, and a summary of services. The Annual Report is distributed at the Annual General Meeting in September.

### **Internal Communications for New Phone System**

The Communications Department has been working with the Operations Department on the internal roll-out of the new UNA phone system. The website has been updated with the new phone numbers, new business cards have been created and distributed, and ongoing communication with staff with reminders to update their email signatures and contacts with their new number. We also recorded new system messages with the help of one of our Front Desk staff, Nandini Joshi.

### **Others:**

- Support for Operations Team for signage and lawn signs.
- Support for the Recreation Team for posters and event promotions.
- Support for the newcomers discussion group.
- Support for Recreation Team in acquiring original artwork from an Indigenous artist.
- Learning new Finance system
- Continuing promotions for the UNA Card (Schedule F and F.1) and coordinating with Museum of Anthropology Communications Team to coordinate messaging about the facility's reopening in June.
- Continuing communications support for the Wesbrook parking enforcement.
- Continuing communications support for the UNA Community Field resurfacing.
- Coordinating with UBC on the content and production of the Services Levy information flyer.
- Coordinating with UBC on roadworks and traffic updates in and around the neighbourhoods.
- Working on updating the UNA's current media relations policy and develop a framework for responding to and pitching stories to the media.

### **Upcoming:**

- Working on a report with metrics for the UNA website, UNA newsletter and social media.
- Coordinate with Admin Department and create a communications plan for the upcoming elections to build awareness of the changes in the elections process as well as to recruit candidates.

## **RECREATION**

Highlights of the May report, include:

- In April, the Front Desk Team provided staffing and general support to a series of community events on weekends including the Yard Sale at WCC, the Easter Event, Earth Day, Family Movie Night, and Don't Tell Comedy event at the Old Barn.
- New parking in Hampton Place requires passes.
- Rental space assessment.
- Pricing policy assessment.

#### Recreation Manager Updates

- All staff beginning the process of preparation for the Fall of 2024.
- Neighbours Day planning is officially underway.
- Recreation Manager, with assistance of the Bookings Coordinator, has compiled all data pertaining to a comparison of cost per square foot between the UNA and the cities of Vancouver, Richmond, and Burnaby. The results, along with a recommendation of rental adjustment, will be provided to the CAO and the Board in June 2024.
- Recreation Manager, with assistance of the Bookings Coordinator, has compiled all data pertaining to a comparison of general programming pricing per unit between the UNA and the cities of Vancouver, Richmond, and Burnaby. The results, along with a recommendation of a pricing policy adjustment, will be provided to the CAO and the Board in June 2024.
- The UNA's first community evening event was a success and now leads recreation into the presentation of many evening events, focused on the culture and inclusion of the UNA Residents through the ARTS. Over the next two years, we are expecting to add a Saturday night at the Barn to our portfolio, with Comedy, One Person Plays, Readings, Performances and Cultural entertainment.

#### Human Resources: Staffing

- Conclusion of spring and summer hiring by Operation: 2 Front Desk Agents (May) – Andrei Bucur (regular) and Ana Luisa Quaresma (auxiliary).
- Marria Gureva left the UNA on April 29 after working at the Front Desk for two and half years. We appreciate her great work and service to the UNA community.
- Four recent hires (April): Jenna Han and Jessie started at the front desk; Michael Zhu and Alan Alveraz have supported the programs and events as well as the Operations Team.
- Angelica Sanchez who has been recently promoted to Customer Service and Rental Operations Coordinator. Congratulations!
- New hires: Cody Stepura – Program Coordinator of Sports & Education, and Hannie Chia – Youth Program Coordinator! Cody started on April 16, and Hannie started on April 19. It is exciting to finally have a full team again, just in time for Fall programming.

- Connected Community Coordinator (UTown/UNA) Elias Riger will be departing the UNA in July this year to pursue his next challenge in Montreal. Elias has been with the UNA for 2 years, and best know for his amazing work with community like Bike Jams, Concerts in the Park, and Earth Day. Canada Day will be Elias last event with the UNA.

#### Campus Recreation Committee (UBC Athletics & Recreation – UNA Recreation Manager)

- No Updates – Next Meeting: May 23, 2024
- UBC recommends any members of the UNA should always consult the online schedule prior to visiting: <https://recreation.ubc.ca/aquatics/schedule/>

#### Operations

- Parking renewal for Wesbrook Place and Hampton Place on April 2. Operations were provided with four auxiliary staff to ensure the process went smoothly.
- Front Desk received many inquiries about the new parking policies from Hampton Place residents.
- A total 310 parking applications were reviewed, and 250 parking permits have been issued. See the detailed report below:

	<b>Total Number of Permits</b>
Wesbrook Resident Parking Permit	107
Wesbrook Visitor Parking Permit	43
Hampton Resident Parking Permit	58
Hampton Visitor Parking Permit	33
2023 Hawthorn Resident and Visitor Parking Permit	8

- 491 new clients were enrolled in our registration system including 311 UNA and 54 UBC/UTown members. A historical breakdown of the Front Desk's service interactions during the month of April is detailed below:

	<b>2022</b>	<b>2023</b>	<b>2024</b>
Open Gym	148	375	338
Parent & Tot Drop in	135	174	265
Sports Drop in	95	384	621
Parking Permit Issued	54	192	250
New Members Enrollment	362	408	491

## Facilities

- New Table Tennis Tables and Sports Equipment. We received four new table tennis tables in the last week of April - three for WCC and one for OBCC. They are assembled and ready to use. As of now, all six tables tennis tables are upgraded to higher quality - it is a great safety enhancement for staff to set up and take down. It will serve the community players for the next five to ten years. At OBCC, the long-expected table tennis drop-in for community play has resumed.
- Basketball backboards have been repaired, reducing potential risk.
- There have been no staff reports on rodent activities at WCC in the month of April. We will continue to monitor the situation at both centres.
- As a continuous effort to improve the recreation operations onboarding process, we are working on completing a Front Desk Training and Operations Manual. The front desk employees are engaged in the production process. We have completed the sport equipment set up section with tutorial videos and written instructions. Currently, we are updating and creating instructions on facilities.

## Programming

### Programming Registration (April)

	Spring/Summer 2022	Spring/Summer 2023	Spring/Summer #s as of Mar 27, 2024	Spring/Summer #s as of Apr 29, 2024
Programs offered	428	485	485	461
Registered participants	2752	3567	1879	2302
Waitlist	349	381	250	287
Withdrawals	417	488	46	168

Category	Spring/Summer 2022	Spring/Summer 2023	Spring/Summer Revenue as of Mar 27, 2024	Spring/Summer Revenue as of Apr 29, 2024
Physical Activity	\$86,007.03	\$120,544.69	\$91,833.89	\$104,967.19
Arts	\$48,040.83	\$64,155.15	\$37,861.07	\$50,129.88
Music	\$28,801.80	\$29,153.55	\$29,162.00	\$27,272.75
Education	\$22,546.40	\$28,666.25	\$27,040.15	\$31,184.28
Camps	\$115,809.72	\$138,387.30	\$55,205.60	\$63,013.90
Events	\$955.00	\$1,452.00	\$800.00	\$854.00

<b>TOTAL</b>	\$302,160.80	\$382,658.90	\$244,280.70	\$277,422.00
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## Events

- On April 27, we hosted our first stand-up comedy show in partnership with Don't Tell Comedy. They featured a handful of stand-up comedians for an hour of laughs at the Old Barn Community Centre! There were 56 attendees, and the Old Barn was a great space for this intimate gathering. We plan to engage in future partnerships with Don't Tell Comedy and other organizations to bring about more evening shows and concerts at the Old Barn aimed at the 19-35 age group, but open to all.
  - 56 in Attendance
  - 21 reside in the UNA
  - Engagement
    - 68% Don't Tell Comedy (Instagram, Facebook)
    - 19% UNA Employee Word of Mouth (Instagram, Face2Face)
    - 11% UNA Newsletter
    - 2% UNA Website (Events)
- Earth Day. We celebrated Earth Day at the Old Barn Community Centre on April 21. We had 5 workshops which were well-attended, including: Bike Repair with the Bike Kitchen, DIY Beeswax Wraps Workshop, Children's Garden Exploration, Balcony Herb Planting, and participants enjoyed a Plant Scavenger Hunt. There were also some drop-in activities, such as crafts, and a youth-led bake sale.

## Fitness & Group Exercise

- APRIL - Fitness Centre Attendance Totals

Wesbrook Monthly Totals	= 4205	Old Barn Monthly Totals	= 520	Numbers by Day	
Sunday Total	417	Sunday Total	60	Sunday Total	477
Monday total	728	Monday total	107	Monday total	835
Tuesday total	758	Tuesday total	89	Tuesday total	847
Wednesday Total	658	Wednesday Total	84	Wednesday Total	742
Thursday total	577	Thursday total	64	Thursday total	641
Friday Total	587	Friday Total	73	Friday Total	660
Saturday total	480	Saturday total	43	Saturday total	523

## Fitness Centre Revenue

### Wesbrook Community Centre - Membership Revenue





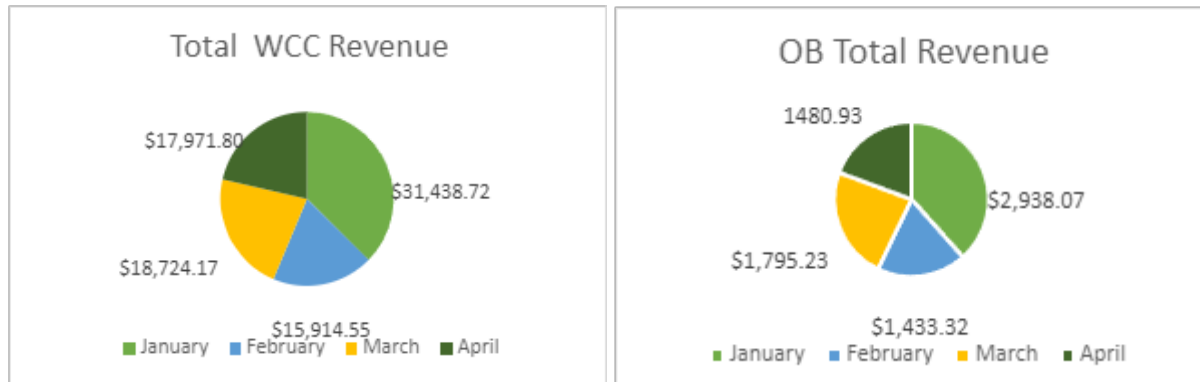
Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	10	\$381.00	52	\$2,476.24	28	\$1,599.92	90	\$4,457.16
1 Month Pass	32	\$1,219.20	101	\$4,809.62	12	\$685.68	145	\$6,714.50
3 Month Pass	1	\$104.76	36	\$4,114.44	3	\$428.58	40	\$4,647.78
6 Month Pass	0	\$0.00	3	\$628.56	1	\$-	4	\$628.56
Year Pass	0	\$0.00	5	\$1,523.80	0	\$-	5	\$1,523.80
Total	43	1704.96	197	13552.66	44	2714.18	284	\$17,971.8

**Old Barn Community Centre - Membership Revenue**

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	5	\$119.05	19	\$542.83	2	\$76.20	26	\$738.08
1 Month Pass	2	\$47.62	12	\$342.84	1	\$38.10	15	\$428.56
3 Month Pass	0	\$-	5	\$76.19	0	\$-	5	\$76.19
6 Month Pass	0	\$-	1	\$-	0	\$-	1	\$-
Year Pass	0	\$-	3	\$238.10	0	\$-	3	\$238.10
Total	7	166.67	40	1199.96	3	114.3	50	1,480.93

**Combined - Membership Revenue**

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	15	\$500.05	71	\$3,019.07	30	\$1,676.12	116	\$5,195.24
1 Month Pass	34	\$1,266.82	113	\$5,152.46	13	\$723.78	160	\$7,143.06
3 Month Pass	1	\$104.76	41	\$4,190.63	3	\$428.58	45	\$4,723.97
6 Month Pass	0	\$0.00	4	\$628.56	1	\$-	5	\$628.56
Year Pass	0	\$0.00	8	\$1,761.90	0	\$-	8	\$1,761.90
Total	50	1871.63	237	14752.62	47	2828.48	334	19452.73



### Comparable 2023-2024

	2023	2024	Difference
WCC Fitness Membership Revenue	\$12,333.57	\$17,971.8	+\$5,638.23
OBCC Fitness Membership Revenue	\$1,438.07	\$1,480.93	+\$42.86
OBCC & WCC Fitness Centre Attendance	1952	4205	2,253 more uses in both fitness centres.

### Rentals & Bookings

#### BOOKINGS REPORT APRIL 2024

Room	Total Hours	Rate	Booking	Tax included
<b>Total</b>	<b>33.5</b>		<b>2717</b>	<b>\$ 2,852.85</b>

#### BOOKINGS REPORT APRIL 2023

Room	Total Hours	Rate	Booking	Tax included
<b>Total</b>	<b>55</b>		<b>4049.5</b>	<b>\$ 4,251.98</b>

- The following factors are contributing to the decrease of revenue in rentals and bookings at the UNA:
  - Increased demand for programming space inside the UNA, decrease the amount of space available for rental.



- Increased demand on booking space by UNA Associated meetings and events

## **OPERATIONS + SUSTAINABILITY**

### **Green Depot**

#### *Increase of Hours*

The Green Depot is now open for 39.5 hours per week with the help of our two Green Depot Attendants, Lydia and Rhoswen – and almost 20 dedicated volunteers.

#### *Installation of a Community Library*

A new Community Library has been installed at the Green Depot. This project allows the Green Depot to accept used books – while simultaneously circulating them through the community and therefore increasing their lifespan.

#### *Dog Waste Bag Bundles*

Featured on the Community Library shelf in the Green Depot, dog owners will now be able to take free bundles of dog waste bags that have been compiled from recycled plastic bags at the Green Depot. This initiative seeks to repurpose plastic bags that would normally be at the end of their lifespan.

### **UBC x SEEDS Shade Mapping Partnership Project**

The UNA has partnered with UBC SEEDS on a student-led research project that will run throughout the Summer of 2024. The project will work to map shade across UNA neighborhoods and will consider implications for human wellbeing, natural areas management, and equitable access to shaded areas.

### **UNA Yard Space Update**

A new meeting is scheduled for a high-level discussion regarding the future of the UNA Yard Space later in May with UBC and a consultant. As the project moves into the detailed design phase, UNA will also invite UNA municipal service provider Badger Earthworks to attend future meetings.



### **Metro Vancouver Stage 1 Water Restrictions**

The region-wide water regulations are an effective way to help us use our drinking water wisely. Please see Residential Water under [Metro Vancouver](#) Stage 1 Regulations.

### **Sidewalk enhancement and irrigation repairing at East Hampton**

UNA Operations is working with the UNA municipal team for the repair of the boulevard irrigation system in the East Hampton area. This includes the area in the East roundabout as well as the along the East sidewalk on East Hampton Area. The municipal team will review the widening sidewalk project at the sidewalk near Balmoral driveway. The purpose is to enhance the user experience as this area receives regular usage from families and kids going in and out of school during the school year. Both projects are at the initial planning phase and are scheduled for the summer 2024 season.

### **Water Main Replacement on 16<sup>th</sup> Avenue**

Approximately 400m of aging water main along 16th Avenue from Wesbrook Mall to Binning Road needs replacement. The work will take place between April 22<sup>nd</sup> and June 30<sup>th</sup> and construction impacts will be localized to the eastbound curb lane on 16th Avenue and the northbound lane of Wesbrook Mall at the roundabout. During construction, access to, from and around Wesbrook Place will be maintained, however, there will be detours in place so residents and visitors should anticipate some delays. [Learn more](#)

### **High Impact Event Advisory for May and June 2024**

<b>May</b>	<a href="#">UBC Spring Graduation</a>	Wed. May 22 – Fri. May 24 and Mon. May 27 – Thurs. May 30
<b>June</b>	<a href="#">Longest Day Road Race</a>	Friday, June 14
	<a href="#">Vancouver Half Marathon</a>	Sunday, June 23

### **FINANCE**

#### ***Fiscal 2023/24 Closing:***

Our key focus in April was trying to review and complete all the transactions for fiscal 2023/24 and be ready for the annual audit work. The annual audit had started in early May and so far, everything is on schedule. The Finance & Audit Committee will be meeting with the auditors from Johnsen Archer LLP at the end of June and the Auditor will then be

invited to meet with the Board at the July Board meeting. In terms of the final quarter end report for fiscal 2023/24, since there is no Finance and Audit Committee meeting in May, it will be reviewed by the Committee at the next meeting and will be submitted at the next Board meeting.

***Financial System Implementation:***

The new financial system has been implemented and training have been provided to all the users by now. There are some areas still need to be addressed and adjusted but overall, the feedback received have been positive so far. Due to the transitions and all the data uploading requirement, the first month end with the new system will be slowed down and delayed as expected for the first month but should be able to catch up to normal closing time afterward. After the first month end closing with the new system, it should wrap up the transition phase of the new system implementation.

***Group Registered Retirement Savings Plan***

In October 2023, the Board approved adding a Group Registered Retirement Savings Plan (GRSP) program to all the employees in Salary Band Level 2 and 3 effective this fiscal year. The program has been implemented successfully and well received by the staff.

**Financial Implications**

None.

**Operational Implications**

None.

**Strategic Objective**

None.

**Attachments**

None.



**Concurrence**

1. Athena Koon, Finance Manager
2. Dave Gillis, Recreation Manager
3. Glenda Ollero, Communications Manager
4. Wegland Sit, Operations Manager

Respectfully submitted,

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

Paul Thorkelsson  
Chief Administrative Officer



**Report Date:** May 10, 2024  
**Meeting Date:** May 21, 2024  
**From:** Glenda Ollero, Communications Manager  
**Subject:** Online Version of the *UNA Guidebook*

---

## Background

As part of its work plan, the Community Engagement Advisory Committee, before it was put on hiatus, started work on creating an online version of the printed *UNA Guidebook* (a manual for residents that summarizes the UNA's role and services).

## Decision Requested

*THAT the Board approve the online version of the UNA Guidebook for publication on the UNA website and distribution to the community.*

## Discussion

The original printed version of the *UNA Guidebook* was created in 2021 as a short manual to help residents learn about the UNA and its services. It is updated periodically, distributed in new buildings, and available at the community centres.

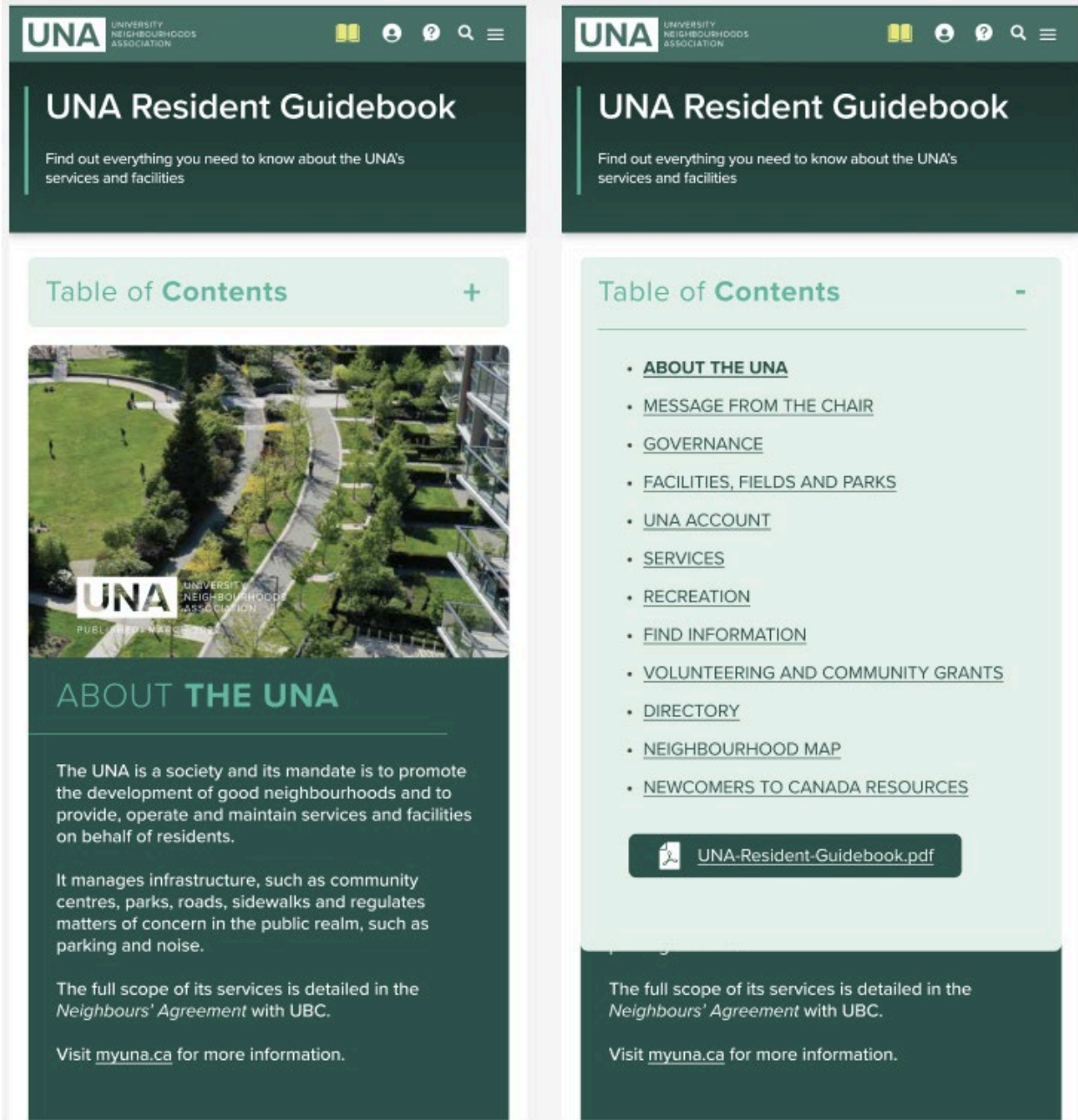
A benefit of having an online version of the *Guidebook* is that it can be updated instantly as new services become available and it will be easily translatable to multiple languages via web/browser plug-ins. The online version also has a new section for resources for newcomers (note that this section will be added to the print version as well in its next edition). For now, the printed *Guidebook* will continue to be circulated, however, the online version will help with lowering print volumes.

The online *Guidebook* will be hosted within the UNA website and will have links directing readers to UNA services within the website. The online *Guidebook* was built with mobile in mind and is easy to navigate/read on a smart phone. Also, once approved by the Board for online publication, it will be added as a featured item on the UNA website's menu.

To view the draft of the online *Guidebook*, please visit [myuna.ca/guidebook](https://myuna.ca/guidebook).

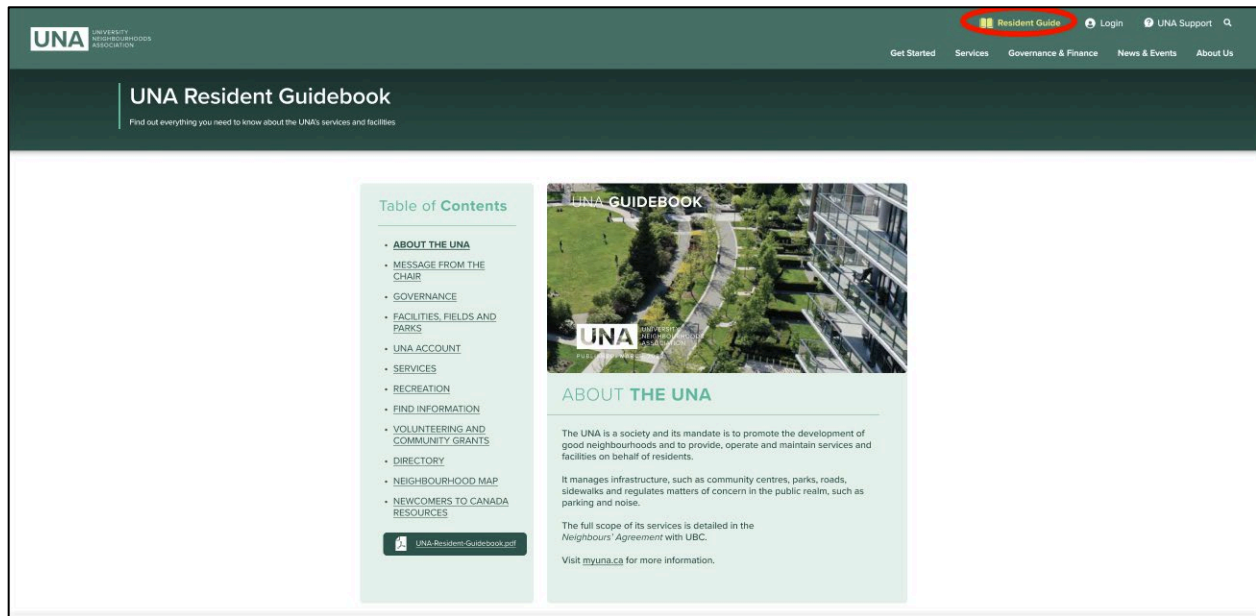


## Mobile Mock-up





## New Menu Mock-up



## Financial Implications

The online Guidebook was budgeted at \$10,000.

## Operational Implications

The Communications Department has spent time designing the online *Guidebook* and updating its contents. More work from the department will be required in revising, distributing and promoting the site following feedback or approval from the Board.

## Strategic Objective

Creating Connections

## Attachments

None.



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

**Concurrence**

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Glenda Ollero', written over a horizontal line.

Glenda Ollero  
Communications Manager

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

Paul Thorkelsson  
Chief Administrative Officer



**Report Date:** May 10, 2024  
**Meeting Date:** May 21, 2024  
**From:** Wegland Sit, Operations Manager  
**Subject:** UNA Administrative Office Lease Renewal 2024

---

## Background

The UNA Administrative Office lease is up for renewal. Staff is recommending that the UNA renew the lease for a period of five years with conditions in the agreement that will allow the organization to expand into larger office space when a new office space becomes available.

## Decision Requested

*THAT the Board approve the lease extension agreement for the UNA Administrative Office and authorize the Chair to execute the agreement, as circulated.*

## Discussion

The lease for the UNA Administrative Office located at 202-5923 Berton Avenue expires on July 31, 2024. The UNA has been in this current location since 2018. The UNA formerly occupied the adjacent office location at 201-5923 Berton Avenue. However, as a cost saving measure, recommended by the 2016 Joint Financial Task Force (JFTF), the UNA switched locations and downsized from an area of 2859 square feet to the current location, an area of 1661 square feet.

The move to the smaller office location was done as a cost-cutting measure without the benefit of office space needs assessment for the organization.

In 2022, a new round of an assessment of UNA main office space was completed. The consultant and the assessment report suggested that the UNA office requires approximately 3300 square feet of office space to house the full complement of administrative staff (including the administration, operations, communication, and finance departmental needs).

The UNA has worked with UBCPT since 2022 on locating a larger and more suitable office space for the UNA Main Office. Unfortunately, there has been no opportunity for new or additional office rental space. The contributing factors include the lack of suitable spaces, potential suitable spaces were in the middle of multi-year term contracts, or the existing tenant continuing their lease.



Based on the most recent communication with UBCPT, they do not expect to see any office space in the range of 3300-4000 square feet to become available in the next 2 years.

Staff will continue actively pursuing a larger office space adequate to house all administrative staff in a single location. Staff is recommending that the UNA enter into a five-year renewal for the current Berton location, with an option to move to a larger office space under the Wesbrook Properties portfolio when one becomes available.

The new agreement also includes a provision to offer five complementary secured and designated parking spaces for office staff to utilize.

### **Financial Implications**

UBCPT, the landlord, has agreed to renew the current lease at \$28.00 per square feet (psf) with new rates presented in the following schedule:

- **Year 1 to Year 2:** \$32.00 psf, represents a 14.3% increase versus the original base rent of \$28.00 psf since June 2022
- **Year 3 to Year 4:** \$34.00 psf (6.25% increase)
- **Year 5:** \$36.00 psf (5.88% increase)

The original Base Rent at \$28.00 has stayed the same since the second extension lease that was signed in June 2022.

The Common Area Management (CAM) cost is estimated annually and passed to the tenant in March. Currently, the CAM cost is at \$16.99 psf. In the current economic environment, in consideration of the raising inflation rate, interest rate, and the general cost of utilities, as well as material supplies and labors, it is challenging to predict an accurate CAM adjustment. UBCPT suggested that, based on their best estimate, the CAM could rise anywhere between 5% and 15%.

The funds for the current office location are fully accounted for within the approved UNA 2024-25 Budget.

### **Operational Implications**

For the present time, the lack of sufficient and appropriate office space for the UNA main office will mean administrative staff will continue to use space within the Wesbrook Community Centre.



The UNA staff will continue to work with UBC Campus Planning and UBCPT to identify more suitable solutions to accommodating the UNA's administrative operations in the future.

### **Strategic Objective**

Organizational Capacity

### **Attachments**

1. Lease Extension Agreement for the UNA Administrative Office
2. Wesbrook Village Sublease Office Form Lease for the UNA Administrative Office - 2018-2021

### **Concurrence**

1. Athena Koon, Finance Manager

Respectfully submitted,

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

Wegland Sit  
Operations Manager

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

Paul Thorkelsson  
Chief Administrative Officer

## FOURTH LEASE EXTENSION AGREEMENT

THIS AGREEMENT is made as of the 12<sup>th</sup> day of April, 2024.

BETWEEN:

**UBC PROPERTIES INVESTMENTS LTD.**, (Incorporation No. BC0578584), a British Columbia company having an office at #200 - 3313 Shrum Lane, Vancouver, British Columbia, V6S 0C8, as Trustee, for UBC Properties Trust

(the "**Landlord**")

AND:

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**  
(Incorporation No. S0044722), a British Columbia Society having an office at Suite 202, 5923 Berton Avenue, Vancouver, British Columbia, V6S 0B3

(the "**Tenant**")

### WHEREAS:

A. By a sublease dated January 21, 2018 (the "**Original Lease**"), which sublease was amended by a lease extension agreement dated April 21, 2021, a second lease extension agreement made as of March 21, 2022, and a third lease extension agreement made as of September 21, 2022 (collectively, the "**Lease**"), the Landlord did sublease to the Tenant certain premises (the "**Premises**") consisting of approximately 1,661 rentable square feet and described as Unit #202 of the Building located at 5923 Berton Avenue, Vancouver, British Columbia, all as more particularly described in the Lease for a term expiring on July 31, 2024 (the "**Term**").

B. The Landlord and the Tenant have agreed to extend the Term and further modify the terms of the Lease on the terms and conditions set out herein.

### NOW THEREFORE:

In consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. The Term of the Lease is hereby extended for a period of Five (5) years commencing on August 1, 2024 and expiring on July 31, 2029 (the "**Fourth Extension Term**").

3. The Tenant shall pay to the Landlord the following Minimum Rental in accordance with the Lease and without demand, deduction or right of offset, in advance, in equal monthly instalments on the first day of each month during the Fourth Extension Term:

Period	Annual Minimum Rental	Monthly Minimum Rental	Minimum Rental per annum per square foot of the Area of the Premises
August 1, 2024 to July 31, 2026	\$53,152.00	\$4,429.33	\$32.00
August 1, 2026 to July 31, 2028	\$56,474.00	\$4,706.17	\$34.00
August 1, 2028 to July 31, 2029	\$59,796.00	\$4,983.00	\$36.00

4. The Tenant is continuing occupation of the Premises in its "as is" condition and the Landlord is not required to perform any work to the Premises. The Tenant confirms that all Landlord's Work has been completed in accordance with the terms of the Lease.

5. The Landlord and Tenant acknowledge and agree that the Tenant has no further rights of renewal or extension with respect to the Lease, as amended herein, except as set out in paragraph 10 herein.

6. Section 8.1 of the Original Lease is amended by deleting the reference to:

"However, throughout the Term, the Landlord shall make available for the Tenant, to use at its option, up to eight (8) parking stalls in the designated parking lot at 5923 Berton Avenue at the prevailing monthly rental rates, plus applicable taxes, which rental rates may be adjusted by the Landlord from time to time",

and substituting same with:

"However, throughout the Fourth Extension Term, the Landlord shall make available for the Tenant, to use at its option, up to five (5) parking stalls in the designated parking lot at 5923 Berton Avenue at no cost to the Tenant".

7. Notwithstanding any agreement or understanding to the contrary, for the duration of the Fourth Extension Term and any subsequent renewal or extension thereof, the Tenant shall be responsible for paying the Tenant's portion of cost of parking area maintenance to the Landlord and the Landlord shall include cost of parking area maintenance in the calculation of Additional Rental, including through the collection of the Common Area Maintenance Cost in section 5.1(b)(i) of the Lease.

8. The parties agree and acknowledge that, during the Fourth Extension Term, the Tenant may provide written notice to the Landlord that the Tenant wishes to relocate from the Premises to a property that meets the following criteria:

- (a) is available for sublease by the Landlord as of the date of delivery of such notice; and
- (b) has a rentable area larger than that of the Premises

(such criteria being the “**Subleasing Criteria**”).

Upon receipt of such notice, the Landlord shall provide the Tenant with a list of properties, if any, that meet the Subleasing Criteria. The Landlord and Tenant may enter into an agreement to sublease a property that meets the Subleasing Criteria at fair market rents for similar property and pursuant to such terms that are mutually agreeable between the Landlord and Tenant.

9. The Tenant represents and warrants to the Landlord that, save and except as specifically set out herein, all improvement allowances and other inducements provided for in the Lease have been paid and provided and no further inducements are due to the Tenant under the Lease, as amended herein.

10. Provided that the Tenant duly, punctually and in accordance with the provisions of the Lease, as amended herein, pays Rental and performs each and every one of the covenants, provisos and agreements in the Lease, as amended herein, contained on the part of the Tenant to be paid and performed, and provided that the Tenant has interacted with the faculty and staff of the Head Landlord and used the services of the Head Landlord such as the library, computing, networking, security, athletic services of the Head Landlord, all in a manner and to an extent satisfactory to the Head Landlord, the Landlord will grant to the Tenant an option to extend the Term, as extended herein, for a period of Five (5) years (the “**Fifth Extension Term**”). This option of extension will be exercised by the Tenant by giving written notice to the Landlord not less than nine (9) months prior to the end of the Fourth Extension Term, and not more than twelve (12) months prior to the end of the Fourth Extension Term, electing to extend the Term, as extended herein, for the Fifth Extension Term on the same terms and conditions set forth in the Lease, as amended herein, save and except this option of extension, the Landlord’s Work (if any), the fixturing period (if any), rental free periods (if any) including the Minimum Rental Free Period, and any other tenant inducements (if any), and the Minimum Rental; and the Tenant's obligations under any indemnities provided by the Tenant in favour of the Landlord or Head Landlord or any agreement by the Tenant to indemnify the Landlord or Head Landlord will continue to apply during the Fifth Extension Term and will be deemed to have commenced on the Commencement Date of Term notwithstanding any extension of the Term, as extended. The Minimum Rental for the Fifth Extension Term will be determined as follows:

- (a) Minimum Rental payable by the Tenant for the Fifth Extension Term shall be negotiated and agreed upon between the Landlord and the Tenant based on the prevailing fair market Minimum Rental as at the commencement of the Fifth Extension Term for similarly improved premises of similar size, quality, use and location in buildings similar to the Building in which the Premises is located;



notwithstanding the above, the Minimum Rental for the Fifth Extension Term shall not be less than the Minimum Rental for the last year of the Fourth Extension Term. If the Landlord and the Tenant are unable to agree on the Minimum Rental for the Fifth Extension Term within three (3) months prior to the commencement of the Fifth Extension Term, the matter shall be determined by a single arbitrator pursuant to the provisions of the *Arbitration Act* and in accordance with the foregoing provisions with all cost related to said arbitration split, equally between the Landlord and Tenant.

- (b) The Landlord and the Tenant will make *bona fide* efforts to agree as to the fair market rental value with respect to the Premises for the Fifth Extension Term.
- (c) If the Tenant fails to exercise the option of extension within the prescribed time period referred to above, such option of extension will be null and void and the Tenant will have no further option of extension in respect of the Lease as amended herein.

11. This Agreement will be read and construed together with the Lease, and the Lease, as modified hereby, will continue in full force and effect for the remainder of the Term of the Lease as extended hereby and in accordance with the terms hereof, save and except the right of further renewal or extension, Landlord's Work (if any), improvement allowances (if any), rental free period(s) (if any) and any other inducements shall not apply to the Fourth Extension Term unless specifically set out herein. The Landlord and the Tenant acknowledge and agree to perform and observe, respectively, the obligations of the Landlord and the Tenant under the Lease as modified hereby. The Landlord and the Tenant hereby confirm and ratify the terms and conditions contained in the Lease, as modified hereby. In the event of a conflict or discrepancy between the terms of the Lease and this Agreement, this Agreement will govern.

12. The Tenant agrees, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by the Landlord, as may be necessary or desirable to complete the extension contemplated by this Agreement and to carry out its provisions and intention.

13. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

14. Any capitalized term used in this Agreement which is not defined herein but which is defined in the Lease will have the meaning ascribed to that term in the Lease.

15. This Agreement may be executed and delivered in either paper form or in digital form by facsimile transmission, electronic mail in "portable document format" (".pdf") form or an electronic signature platform such as [www.docusign.com](http://www.docusign.com). Any such digital execution and delivery shall constitute effective execution and delivery of this Agreement. Provided however, in the event either the Landlord or the Tenant require this Agreement in paper form with original signatures, upon request, the parties shall manually execute this Agreement in paper form.

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

**UBC PROPERTIES INVESTMENTS LTD.,** )  
**as Trustee for UBC PROPERTIES TRUST** )  
By its authorized signatory(ies): )  
 )  
 )  
 )  
\_\_\_\_\_)  
Authorized Signatory )  
 )  
\_\_\_\_\_)  
Authorized Signatory )

**UNIVERSITY NEIGHBOURHOODS** )  
**ASSOCIATION** )  
By its authorized signatory(ies): )  
 )  
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\_\_\_\_\_)  
Authorized Signatory )  
 )  
\_\_\_\_\_)  
Authorized Signatory )

## **WESBROOK VILLAGE SUBLEASE**

### **OFFICE FORM**

THIS LEASE is dated for reference January 21, 2018

BETWEEN:

**UBC PROPERTIES INVESTMENTS LTD.**, (Incorporation No. BC0578584), a British Columbia company having an office at 200-3313 Shrum Lane, Vancouver, British Columbia, V6S 0C8, as Trustee, for UBC Properties Trust

(the "Landlord")

AND:

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**  
(Incorporation No. S0044722) a society duly incorporated under the laws of the Province of British Columbia and having an office at 6308 Thunderbird Boulevard, Vancouver, BC V6T 1Z4

(the "Tenant")

WHEREAS the parties acknowledge that this Lease is or will be a sublease and that the Landlord under this Lease is or will be a tenant under the Head Lease as defined below. The Landlord covenants and agrees with the Tenant that this Lease is effective and the Landlord will comply with the covenants of the tenant under the Head Lease. Wherever necessary to give clearer effect to this Lease, the defined terms herein shall be deemed to be modified to reflect the nature of this Lease as a sublease of the Head Lease.

In consideration of the mutual promises in this Lease, the Landlord and the Tenant covenant and agree as follows:

#### **SUMMARY OF BASIC LEASE PROVISIONS**

There follows a summary of certain basic provisions of the Lease, which are referred to in subsequent provisions of this Lease. If there is any conflict between the contents of this summary and the remaining provisions of this Lease, the remaining provisions shall govern.

(a) Name and Address of Landlord's Agent

Wesbrook Properties  
Attn: Director, Property Management  
#201 - 5923 Berton Avenue  
Vancouver, BC  
V6S 0B3

Fax: 604-569-0954  
Phone: 778-945-5108

(b) Name and Address of Tenant

University Neighbourhoods Association  
6308 Thunderbird Boulevard,  
Vancouver, BC,  
V6S 0B5

Fax No.: 604-827-5375

Phone: 604-827-5317


(c) Name and Address of Indemnifier

N/A

(d) Tenant's Business or Trade Name

University Neighbourhoods Association

(e) Permitted Use of Premises

The Permitted Use of the Premises shall be limited to general office use and the Tenant shall comply with the rules of the Municipal Authority Having Jurisdiction in place from time to time. ~~The Tenant's hours of operation shall be seven days a week from 08:00 hours to 23:00 hours or such other hours as determined by the Landlord and Tenant, acting reasonably.~~ 

(f) Minimum Rental\*

Period	Annual Minimum Rental	Monthly Minimum Rental	Minimum Rental per annum per square foot of the Area of the Premises
Entire Term	\$41,525.00	\$3,460.42	\$25.00

\* All amounts listed in this subsection (f) are subject to Sales Taxes as described in Section 12.5.

(g) Commencement Date of Rental Payment

Additional Rental: Same as Commencement Date of Term.

Minimum Rental: Same as Commencement Date of Term.

(h) Term: Commencing on the Commencement Date of Term and expiring on May 31, 2021.

- (i) The Commencement Date of Term means January 22, 2018.
- (j) Area of the Premises: 1,661 rentable square feet, subject to adjustment. See Section 5.9.
- (k) Address of the Premises: Unit #202, 5923 Berton Avenue, Vancouver, BC, V6S 0B3.
- (l) Address: The parties agree that this Lease is being entered into to give effect to an office swap between Village Gate Homes and the Tenant. As of the date of this Lease, (A) Village Gate Homes is the tenant of the Premises and the Premises are designated as Unit 201; and (B) the Tenant is the tenant of premises adjacent to the Premises (the "Adjacent Premises") and the Adjacent Premises are designated as Unit 202. For administrative ease, upon the parties switching offices, the Premises shall be designated as Unit 202 and the Adjacent Premises shall be designated as Unit 201. For greater certainty, notwithstanding the Tenant moving from the Adjacent Premises to the Premises, the designation of its premises from time to time shall remain the same, namely, Unit 202.
- (m) Deposits  
Rental Deposit: Nil.  
Security Deposit: Nil.
- (n) Fixturing Period: N/A.
- (o) Special Provisions: N/A.

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## 1. SCHEDULES

The schedules to this Lease are:

Schedule A—Description of Landlord's Work and Tenant's Work

Schedule B—Procedure for Tenant's Work and Landlord's Work

Schedule C—Intentionally Deleted.

Schedule D—Plan of Premises

Schedule E—Legal Description of Property

Schedule E-1—Legal Description of Shopping Centre

Schedule F—Rules and Regulations

Schedule G—Plan of Shopping Centre

## 2. DEFINITIONS

### 2.1 Definitions

In this Lease the following terms shall have the following meanings:

- (a) **"Additional Rental"** means the moneys payable under Article 5 of this Lease together with all other sums of money, whether or not designated as Additional Rental, to be paid by the Tenant whether to the Landlord or otherwise under this Lease, save and except Minimum Rental, and any other sums of money payable hereunder;
- (b) **"Anchor Tenants"** mean the tenants occupying the space situated on the Property or Shopping Centre and designated as ANCHOR TENANTS shown on Schedule G to this Lease and any other tenants designated as such by the Landlord at present or in future;
- (c) **"Architect"** means the architect for the Shopping Centre or the Property from time to time named by the Landlord. Any Architect's certificate provided for in this Lease shall bind the parties;
- (d) **"Area of the Premises"** means the area of the Premises specified in subsection (g)(i) of the Summary of Basic Lease Provisions, which area shall be measured from the exterior of all exterior walls enclosing the Premises, (whether such walls face the Common Areas or not), doors, and windows adjoining Common Areas and from the centre line of walls separating the Premises from other leaseable premises. Where a storefront, entrance, or rear exit is recessed from the demising line, the area of such recess shall, for all purposes, be a part of the Premises and within the Area of the Premises. The Area of the Premises shall include a proportionate share of Common Areas in the Building and shall include interior space even if it is occupied by projections, structures or columns, structural or non-structural, and if the front of the Premises is recessed from the

lease line the area of the recess shall be included in the calculation of the Area of the Premises.

Any dispute as to the Area of the Premises shall be resolved at the expense of the Tenant by the calculation of such area by a British Columbia land surveyor named by the Landlord, whose decision shall bind the parties.

- (e) **"Building"** or **"building"** means the building located upon the Property containing the Premises and where written in lower case or where the context requires means other structures located upon the Shopping Centre;
- (f) **"Campus"** means the lands and premises west of the Point Grey District of the City of Vancouver which comprise the campus of UBC, but excluding any lands and premises owned by UBC which are situate within the UEL;
- (g) **"Campus and Community Planning"** means The University of British Columbia's Department of Campus & Community Planning;
- (h) **"Commencement Date for Additional Rental"** means the day and year referred to in subsection (g) of the Summary of Basic Lease Provisions;
- (i) **"Commencement Date for Minimum Rental"** means the day and year referred to in subsection (g) of the Summary of Basic Lease Provisions;
- (j) **"Commencement Date of Rental Payment"** means the Commencement Date for Additional Rental, or the Commencement Date for Minimum Rental, as applicable;
- (k) **"Commencement Date of Term"** means the day referred to in subsection (h) of the Summary of Basic Lease Provisions;
- (l) **"Common Areas"** means those areas designated by the Landlord as common areas for use of occupants of the Property or the Shopping Centre (whether such areas located within or near the Property or Shopping Centre, provided that if they are outside the Property or Shopping Centre, they serve or are for the benefit of the Property or the Shopping Centre), which designation may be changed by the Landlord from time to time in its sole discretion, including but not limited to the exterior walls, exterior and interior structural elements and bearing walls, exterior and interior landscaped areas, parking areas (including below-grade parking, if any), roadways, driveways, truck courts, parcel pick-up facilities, common loading areas, sidewalks (moving or otherwise), tunnels, pedestrian bridges, all enclosed or open malls, courts, and arcades, fountains, public hallways, service and fire corridors, stairways, escalators, ramps, and elevators, public washrooms, administration offices, auditoriums, and any other public facilities if and when provided, and electrical, telephone, meter, valve, mechanical, mail, and janitor rooms and storage areas;
- (m) **"Common Area Maintenance Cost"** means the total, without duplication, of the expenses incurred by the Landlord for operating, renting, maintaining, insuring, repairing, and replacing the Common Facilities and the Common Areas determined by the Landlord in its sole discretion, including but not limited to:

- (i) the cost of repairs, maintenance, and such replacements to the Common Areas and the Common Facilities, including the cost of capital replacements where these are required by any Municipal Authority Having Jurisdiction, or municipal, federal, or provincial government or agency;
- (ii) depreciation, at rates determined by the Landlord, acting reasonably, on the equipment and machinery employed in operating, maintaining, repairing, and replacing the Common Facilities or the Common Areas;
- (iii) Cost of Insurance which the Landlord may reasonably allocate to the Common Areas and Common Facilities;
- (iv) the cost of gardening and landscaping, line repainting, garbage removal, sanitary control, snow removal, and cleaning of the Common Areas and Common Facilities;
- (v) wages paid for maintenance, security, and operating personnel, including payments for workers' compensation, unemployment insurance, vacation pay, Canada Pension Plan, and other fringe benefits whether statutory or otherwise;
- (vi) wages and other costs paid to personnel in connection with the administration and management of the Shopping Centre or portions thereof (including any on-site manager for the Shopping Centre or portions thereof) including payments for workers' compensation, unemployment insurance, vacation pay, Canada Pension Plan, and other fringe benefits whether statutory or otherwise;
- (vii) all costs of supplies and equipment required for the administration and management of the Shopping Centre or portions thereof;
- (viii) accounting costs required for the administration and management of the Shopping Centre or portions thereof;
- (ix) that portion of Municipal Tax Cost which the Landlord reasonably allocates to the Common Areas and Common Facilities;
- (x) sales and excise taxes, value added taxes, harmonized sales taxes and goods and services taxes, net of any tax refunds or credits, on goods and services provided by the Landlord to manage, operate, repair, replace, or maintain the Common Areas and Common Facilities;
- (xi) the cost of gas, electrical power and other utilities furnished to the Common Areas and Common Facilities;
- (xii) that portion of the Cost of Heating, Ventilating, and Air-Conditioning which the Landlord may elect to reasonably allocate to the Common Areas and Common Facilities;
- (xiii) all such sums as may be payable in respect of the replacement, cleaning and maintenance of light fixtures, ballasts, starters and tubes by the Landlord, it being agreed that the Landlord shall have the exclusive right

to attend to such cleaning, maintenance and replacement and may adopt a system of re-lamping and re-ballasting periodically on a group basis in accordance with good practice in this regard; and

- (xiv) an administrative fee equal to 15% of the total of expenses incurred by the Landlord referred to in this Section.

Common Area Maintenance Cost shall not include the cost of servicing the Landlord's debt relating to the Shopping Centre or portions thereof, any rent payable by the Landlord under the Head Lease; the cost of maintaining the structural integrity of the Shopping Centre or portions thereof (except as provided in this Lease) or the cost of repairs to the extent that the cost is paid by the Landlord's insurers.

There will be deducted from Common Area Maintenance Cost as determined by the Landlord in its sole discretion but, acting reasonably contributions to Common Area Maintenance Costs by Anchor Tenants or other tenants who by the terms of their lease do not contribute fully to Common Area Maintenance Cost or whose areas are not included in the definition of Gross Leaseable Area for Common Area Maintenance Cost Purposes.

- (n) **"Common Facilities"** means those facilities within the Property or Shopping Centre or portions thereof, or on other lands, which are designated by the Landlord as common facilities, which designation may be changed by the Landlord from time to time in its sole discretion, including the electrical, mechanical, heating, ventilating, and air-conditioning, plumbing and drainage, lighting, fire prevention, security, music and public address systems, equipment, and installations, and any enclosures constructed for such facilities, together with all signage including pylon signs, directional signs, sign bands, and all signs identifying the Property or Shopping Centre;
- (o) **"Cost of Heating, Ventilating and Air-Conditioning"** means the total, without duplication, of the expenses incurred by the Landlord for operating, maintaining, repairing, and replacing the HVAC System, including but not limited to:
  - (i) the amount expended by the Landlord for supply and storage of fuel, water, electricity, oil, gas, or other forms of energy and additives for the HVAC System, including, but not limited to, the costs that may be expended by the Landlord in complying with any requirements to connect to a district energy system (contemplated by a hydronic heat energy bylaw which is presently being considered by UBC) providing hydronic heat energy for space heating, domestic hot water and heat for ventilation make up air to properties which include the Building;
  - (ii) the total annual cost of boiler and pressure vessel insurance coverage paid by the Landlord;
  - (iii) wages paid to maintenance and operating personnel for operating the HVAC System, including payments for workers' compensation, unemployment insurance, vacation pay, Canada Pension Plan, and other fringe benefits whether statutory or otherwise;

- (iv) the cost of equipment furnished to such operating personnel referred to in (iii) above;
  - (v) the cost of repairs, maintenance, and such replacements to the HVAC System as are properly chargeable to operating expenses as distinguished from capital replacements or improvements, in accordance with generally accepted accounting practice;
  - (vi) depreciation on the capital cost of the facilities in the HVAC System and any capital replacements thereto, at rates determined by the Landlord, acting reasonably;
  - (vii) that portion of Municipal Tax Cost which the Landlord reasonably allocates to the HVAC System; and
  - (viii) an administrative fee equal to 15% of the total of the expenses incurred by the Landlord referred to in this Section;
- (p) **"Cost of Insurance"** means the annual cost to the Landlord to take out public liability insurance, insurance against loss of Minimum Rental and Additional Rental due from tenants in the Property or Shopping Centre in accordance with the provisions of their leases in such amounts as the Landlord from time to time requires, insurance relating to the improvements comprising the Property or Shopping Centre (with the exception of leased premises in the Property or Shopping Centre from time to time where the tenants have placed and independently paid for such insurance or other areas as determined by the Landlord in its sole discretion) against damage from Insurable Hazards, to such limits as the Landlord may from time to time determine in its sole discretion but not in excess of the replacement cost of the buildings comprising the Property or Shopping Centre, and such other insurance as the Landlord or any mortgagee of the Property or Shopping Centre may in its sole discretion require, including an administrative fee equal to 15% of the total costs incurred by the Landlord referred to in this Section;
- (q) **"CPI"** means the Consumer Price Index (All Items for Regional Cities) for the City of Vancouver (or any index published in substitution for the Consumer Price Index or any other replacement index designated by the Landlord, acting reasonably, if it is no longer published) published by Statistics Canada (or by any successor thereof or any other governmental agency including a provincial agency). In case of any required substitution, the Landlord, acting reasonably, shall be entitled to make all necessary conversions for comparison purposes;
- (r) **"Development Handbook"** means The University of British Columbia Development Handbook that is in effect from time to time to manage non-institutional use and development of lands on the Campus and all amendments thereto whether made before or after the date of this Lease;
- (s) **"Fixturing Period"** means the period, if any, specified in subsection (n) of the Summary of Basic Lease Provisions provided to the Tenant to perform its fixturing of the Premises. During any Fixturing Period the Tenant shall be entitled to occupy the Premises in accordance with all terms of this Lease (including the Tenant's obligations to pay for all utilities and services) and provided the Tenant

has obtained its building permit and placed the insurance for its occupation of the Premises, but shall not be obligated to pay Minimum Rental, or the Tenant's share of any of the costs set out in Section 5.1(b), provided that all Rental shall commence on the date the Tenant opens for business (or commences the operation of its business, whether of an office or retail nature) if the Tenant opens for business before the expiry of the Fixturing Period;

- (t) **"Gross Leaseable Area"** means the aggregate floor area in square feet of all floors of rentable areas of the Shopping Centre. For the purposes of this definition, floor area shall be measured from the exterior of all exterior walls (whether such walls face the Common Areas or not), doors, and windows adjoining Common Areas (and shall include the area of access where a storefront, rear exit, or entrance is recessed) and where applicable from the centre line of partition walls between leaseable premises.

If there is a dispute as to the calculation of any area in this definition or the related definitions immediately following, such dispute shall be resolved at the expense of the Tenant by a British Columbia land surveyor named by the Landlord, whose decision shall bind the parties.

For greater certainty, the Landlord may deduct in its sole discretion from the Gross Leaseable Area for specific calculations or specific payments set out in this Lease the aggregate area in square feet of specific leased premises in the Shopping Centre or Property including without limitation areas which stand alone or the area demised to Anchor Tenants;

- (u) **"Gross Leaseable Area for Common Area Maintenance Cost Purposes"** means the Gross Leaseable Area less the gross leaseable areas of Anchor Tenants or tenants of any other leased premises in the Property or Shopping Centre or portions thereof from time to time, who do not by the terms of their lease contribute to or do not contribute fully to Common Area Maintenance Cost (provided their partial contributions shall be applied against Common Area Maintenance Cost), the gross leaseable areas of buildings or portions thereof which are included in Common Areas and Common Facilities, the gross leaseable areas of residential premises, administrative or property management related offices, if any, kiosks, free standing buildings, or other portions of the Shopping Centre which pay costs independently of the Shopping Centre all as determined in the sole discretion of the Landlord;
- (v) **"Gross Leaseable Area for Heating, Ventilating, and Air-Conditioning Purposes"** means the aggregate area in square feet of all leased premises from time to time connected to the HVAC System less the gross leaseable areas of Anchor Tenants, or tenants of any other leased premises in the Property or Shopping Centre or portions thereof from time to time, for which the maintenance of their portion of the HVAC System is performed and paid by the tenants thereof, all determined in the Landlord's sole discretion;
- (w) **"Gross Leaseable Area for Insurance Purposes"** means the Gross Leaseable Area less the gross leaseable areas of Anchor Tenants or of any other leased premises in the Property or Shopping Centre or portions thereof from time to time, the insurance in respect of which is placed and paid for by the tenants thereof, all determined in the Landlord's sole discretion;

- (x) **"Gross Leaseable Area for Taxation Purposes"** means the Gross Leaseable Area less the gross leaseable areas of Anchor Tenants or tenants of any other leased premises in the Property or Shopping Centre or portions thereof from time to time, the Municipal Tax Cost in respect of which is paid directly by the tenants thereof, all determined in the Landlord's sole discretion;
- (y) **"Hazardous Substances"** means any hazardous or polluting material referred to in any law or regulation now or hereafter in force by any governmental or regulatory authority having jurisdiction over the Landlord, the Tenant or the Premises;
- (z) **"Head Lease"** means any Lease from UBC regarding the Shopping Centre or portions thereof, or of the Property and with the Landlord as tenant which forms or will form the head lease under which this Lease is or will be a sublease;
- (aa) **"HVAC System"** means the heating, ventilating, and air-conditioning plants and systems used to heat, ventilate, and air-condition the Common Areas and all leaseable premises excepting those leaseable premises and other areas designated by the Landlord in its sole discretion as having entirely separate plants and systems (which may include Anchor Tenants) which are paid for by tenants or occupants of those leaseable premises and other areas and includes, without limitation, the chilled and heated water systems, freon systems or air generating facilities and any storage and distribution systems leading therefrom, together with any cooling towers, thermostats, fans, pumps, and all other equipment and facilities connected therewith;
- (bb) **"Insurable Hazards"** means fire and other perils and occurrences for which insurance is available and which in the Landlord's opinion should be insured against;
- (cc) **"Land Use Rules"** means the plans, policies, handbooks, guidelines, rules, regulations, bylaws and any other documents no matter how they are titled, adopted in accordance with policy(ies) passed by the Board of Governors of The University of British Columbia from time to time, including the Development Handbook and all other rules governing land use and the construction, renovation, maintenance, repair and replacement of buildings on the Campus and in the neighbourhood in which the Property is situate;
- (dd) **"Landlord's Rules and Regulations"** means the rules and regulations described in Section 20.4(a);
- (ee) **"Landlord's Work"** means the work to be performed by the Landlord as described in Section A of Schedule A;
- (ff) **"Lease"** means this lease, all schedules attached hereto, the Architect's certificates, if any, all certificates issued by the Landlord under this Lease and the rules and regulations made from time to time by the Landlord under the provisions of this Lease;
- (gg) **"Lease Year"** means a 12-month period beginning on the first day of January in one calendar year and ending on the last day of December of that year, providing that the first Lease Year shall begin on the Commencement Date of Term and

end on the last day of the following December and the last Lease Year shall end on the last day of the Term and begin on the first day of January preceding that date. If the Landlord considers it necessary or convenient for the Landlord's accounting purposes, the Landlord may at any time and from time to time, by written notice to the Tenant, specify an annual date on which each subsequent Lease Year is to begin and, in such event, the then current Lease Year shall terminate on the day preceding the beginning of such new Lease Year and each succeeding Lease Year shall terminate on the day preceding such annual date;

- (hh) **"Minimum Rental"** means the minimum annual rental set out in subsection (f) of the Summary of Basic Lease Provisions;
- (ii) **"Municipal Authority Having Jurisdiction"** means Campus and Community Planning in its capacity as regulatory, inspection and permitting authority for the Campus or such other department of UBC as becomes responsible for this function from time to time. In the event that the lands comprising the Property or Shopping Centre become part of a municipality or the UEL, or any other governing body acquires jurisdiction over the Property or Shopping Centre similar to that of municipalities and assumes these functions, that governing body shall become the Municipal Authority Having Jurisdiction;
- (jj) **"Municipal Tax Cost"** means the total, without duplication, of sums paid by the Landlord in respect of Municipal Taxes and the Services Levy, but not including Municipal Taxes or the Services Levy paid separately for their premises by tenants;
- (kk) **"Municipal Taxes"** means all taxes, rates, and assessments, whether general or specially levied or assessed by the Surveyor of Taxes under the *Taxation (Rural Area) Act*, as amended from time to time, or any legislation substituted therefor for municipal, rural, school, or other purposes, or levied or assessed by other lawful governmental authority for such purposes payable by the Landlord in respect of the Property or the Shopping Centre and immovable accessories, whether therein referred to as "Property Taxes", "Municipal Taxes", "Taxes" or by some other term and which are attributable to the Property or Shopping Centre and shall also include any other taxes which are imposed in substitution of the foregoing Municipal Taxes, the whole as finally determined for each applicable period of time as a result of an assessment, appeal, or judicial review and shall include any legal fees or appraiser's fees incurred by the Landlord in respect of such final determination thereof;
- (ll) **"Premises"** means that portion of the Building outlined in heavy black line and marked "<@>" on Schedule D, measured in accordance with the definition of "Area of the Premises" in this Lease. The Landlord may make minor variations in the form or siting of the Premises and such minor variations shall not render this Lease void or voidable;
- (mm) **"Prime Rate"** means the annual rate of interest established by the Landlord's bank from time to time as its "prime rate" and used as the base or reference rate of interest for the determination of interest rates charged to its customers for Canadian dollar loans;



- (nn) **"Property"** means the lands and Building civically known as 5923 Berton Avenue, Vancouver, British Columbia in Wesbrook Place at UBC and legally described in Schedule E;
- (oo) **"Rental"** means Additional Rental, and Minimum Rental;
- (pp) **"Sales Taxes"** has the meaning given to it in Section 12.5;
- (qq) **"Services Levy"** shall mean the charge levied by UBC against the Landlord for (a) the supply of utilities, including without limitation, water, sewer, telephone, cable, electricity and gas; (b) the use, provision, maintenance and repair from time to time of certain services sometimes provided by municipalities or other public authorities, including, without limitation, connections and lines for water, sewer, telephone, cable, electricity and gas; (c) the use, provision, maintenance and repair from time to time of all infrastructure installations, including without limitation, of street lighting, sidewalks, curbs, gutters, roads, landscaping; (d) making available for use and maintaining and repairing from time to time open spaces and other public amenities; and (e) providing other public services from time to time, including without limitation, traffic control, parking, noise control and pet control;
- (rr) **"Shopping Centre"** means the Property together with the buildings, improvements, facilities, air rights, and underground and overhead walkways from time to time located thereon or contiguous thereto as reasonably designated by the Landlord from time to time forming part of the Wesbrook Village shopping centre, which at the date of this Lease consist of the lands legally described in Schedule E-1 and shown in Schedule G;
- (ss) **"Summary of Basic Lease Provisions"** means the summary set out on the first pages of this Lease and so headed;
- (tt) **"Taxing Authority"** means any duly constituted authority, whether federal, provincial, municipal, or otherwise legally empowered to impose taxes, rates, assessments, or charges, or other charges in lieu thereof, on, upon or in respect of the Landlord or the Property or Shopping Centre and includes UBC with regard to the Services Levy;
- (uu) **"Tenant's Work"** means the work to be performed by the Tenant at its cost and expense more particularly set forth in Section B of Schedule A;
- (vv) **"Term"** means the term of this Lease set out in subsection (h) of the Summary of Basic Lease Provisions and any renewal or extension thereof;
- (ww) **"Transfer"** has the meaning given to that term in Section 21.1;
- (xx) **"Transferee"** means an assignee or a subtenant or other entity having a right to occupy the Premises by or through the Tenant and who is the transferee under a Transfer;
- (yy) **"UBC"** shall mean The University of British Columbia in its capacity as the owner of the Campus with regulatory powers with respect thereto under the *University Act* as amended from time to time, or any legislation substituted therefor, and in the context of any release, limitation of liability, or indemnity provision in this

Lease, includes the members of its board of governors, the members of its senate and its officers, employees, agents, successors and assigns and each of its subsidiary, affiliated or associated corporations and all others for whose conduct The University of British Columbia is responsible in law;

(zz) **"UBC's Rules and Regulations"** means those rules (including the Land Use Rules), policies, bylaws and regulations passed by The University of British Columbia from time to time, whether made before or after the date of this Lease, which are applicable to the Shopping Centre and/or the residents thereof and/or the Campus generally

(aaa) **"UEL"** shall mean the administration set up pursuant to the *University Endowment Land Act* as amended from time to time, or any legislation substituted therefor for the purpose of administering all land included within the definition of land set out in Section 1 of the *University Endowment Land Act*, which lands can be generally described as being situate in the areas east of Wesbrook Mall and north of Agronomy Road; and

(bbb) **"UNA"** means the University Neighbourhoods Association.

### 3. **CONSTRUCTION AND FIXTURING OF PREMISES**

#### 3.1 **Landlord's Work and Tenant's Work**

The Landlord's Work in the Premises is limited to the work described as the Landlord's Work in Section A of Schedule A. On or before the date of expiry of the Fixturing Period or, if there is no Fixturing Period, the date of delivery of possession of the Premises to the Tenant, or such other date as is established by the Landlord by notice to the Tenant, the Tenant shall complete the Tenant's Work. The Tenant's Work includes the procurement and installation, at its own expense, of those items set forth in Section B of Schedule A which are to be installed and procured by the Tenant in accordance with the procedures set out in Schedule B and all such other work as the Tenant may desire to perform in the Premises and to which the Landlord may agree, provided no such work shall be commenced by the Tenant until architectural or engineering plans and specifications relating to the Tenant's Work have been supplied to the Landlord and approved by the Landlord in writing.

#### 3.2 **Completion of Landlord's Work**

If the Premises or any part thereof are not ready for occupancy as determined by the Landlord on a date which will allow the Tenant to complete the Tenant's Work in accordance with the provisions of this Lease on or before the Commencement Date of Term by reason of the fact that the Premises are not in a condition which will allow the Tenant's Work to be commenced, the Lease shall not be void or voidable and the Tenant shall not have any claims for any losses or damages, no matter how the delay has been caused; however, the Commencement Date of Term will be postponed by the length of such delay. The Tenant shall not be entitled to any abatement of Rental for any delay in occupancy due to the Tenant's failure or delay to provide plans or to complete any special installations or other work required for its purposes or due to any other reason, nor shall the Tenant be entitled to any abatement of Rental for any delay in occupancy if the Landlord has been unable to complete construction of the Premises by

reason of such failure or delay by the Tenant. Notwithstanding any postponement in the Commencement Date of Term, the expiry date of this Lease shall remain unchanged.

Notwithstanding any other clause in this Lease, if completion of the Landlord's Work is delayed as a result of a strike, lockout, labour unrest, inability to obtain or delay in delivery of labour or materials, or other cause or event beyond the Landlord's reasonable control, then the Landlord may extend the commencement date of the Fixturing Period for a period equivalent to such period or periods of delay. The Landlord will give the Tenant notice of such delay within thirty (30) days after the delay or delays occur. This right of extension is in addition to any other rights of extension in this Lease or agreed to by the parties.

### **3.3 Completion of Premises**

The Tenant shall, prior to opening the Premises for business, furnish the Landlord with the following:

- (a) an affidavit sworn by an officer of the Tenant stating that the Tenant's Work has been completed to its satisfaction and in strict accordance with Schedule A and Schedule B and the approved plans and specifications, which affidavit may be relied upon by the Landlord, it being understood that any deliberate or negligent misstatement or false statement by or on behalf of the Tenant shall constitute a default under this Lease;
- (b) an affidavit sworn by the contractor or contractors or an officer or officers of the contractor or contractors performing the Tenant's Work stating that the Tenant's Work has been fully completed in accordance with Schedule A and Schedule B, listing all sub-contractors, workmen, and materialmen supplying work and materials for the Tenant's Work, and stating that all sub-contractors, workmen, and materialmen supplying work and materials for the Tenant's Work have been paid in full; and
- (c) if requested by the Landlord a waiver of lien with respect to work done and material supplied to the Premises, executed by the contractor or contractors, and if requested by the Landlord, waivers of lien executed by the sub-contractors, workmen, and materialmen supplying work and materials for the Tenant's Work.

### **3.4 Acceptance of Premises**

The opening by the Tenant of its business in the Premises shall constitute an acknowledgement by the Tenant that the Premises are in the condition called for by this Lease, that the Landlord has performed all of the Landlord's Work, and that the Tenant reserves or asserts no rights for claims, offsets, or backcharges.

### **3.5 Tenant's Work**

All work or equipment, other than those items specified as Landlord's Work, shall be performed and supplied by the Tenant at its own cost and expense, and the Tenant shall, in accordance with the procedures set out in Schedule B and subject to obtaining the consent of the Landlord as provided for in this Lease, fully equip the Premises with modern and first class trade equipment, lighting fixtures, furniture, operating equipment, furnishings, fixtures, floor coverings, heating, ventilating, and air-conditioning equipment and all other equipment necessary for the proper operation of the Tenant's business and

such installation shall be completed without damage to the structure of the Premises or to the heating, ventilating, air-conditioning, sprinkler, plumbing, electrical, and other mechanical systems of the Shopping Centre or portions thereof. The Tenant shall provide proper hoarding to the satisfaction of the Landlord in front of the Premises during construction.

### 3.6 **Tenant's Fixtures**

Any alterations, additions, improvements or fixtures made to or installed upon or in the Premises, whether before or after the Commencement Date of Term, other than unattached moveable trade fixtures, shall immediately upon affixation become the property of the Landlord and remain upon and be surrendered to the Landlord with the Premises as part thereof upon the expiration or earlier termination of this Lease, unless the Landlord shall by notice in writing require the Tenant to remove them, in which event the Tenant shall restore the Premises to the state in which they were prior to commencing any of the Tenant's Work and make good any damage or injury caused to the Premises resulting from such installation and removal, reasonable wear and tear only excepted. The Tenant represents and warrants that it will have legal and beneficial title to such goods, alterations, additions, improvements, and fixtures and that such title shall pass to the Landlord free and clear of all leases, liens, mortgages, charges, security interests, and encumbrances. For greater certainty, the Tenant's trade fixtures shall not include any heating, ventilating, or air-conditioning systems, facilities, and equipment in or serving the Premises, floor coverings affixed to the floor of the Premises either by cement or perimeter fastenings, light fixtures, storefront, and doors, plumbing equipment and fixtures, and internal stairways, all of which are deemed to be leasehold improvements.

### 3.7 **Installation and Operation of Signs**

The Tenant shall first request the approval of the Landlord with respect to any signs before requesting a permit from the Municipal Authority Having Jurisdiction. The Tenant shall obtain all necessary sign permits from the Municipal Authority Having Jurisdiction and abide by all signage rules set out in this Lease, as amended from time to time by the Landlord and all other signage rules imposed by the Landlord on tenants and subtenants within the Building, the Property or the Shopping Centre, as such signage rules are amended from time to time in the Landlord's sole discretion.

Throughout the Term, the Tenant, if required by the Landlord and after first obtaining the written approval of the Landlord and any Municipal Authority Having Jurisdiction to the specifications, design, location, and method of installation, which matters shall be wholly within the discretion of the Landlord, shall at its own expense install, maintain, and operate during such hours as the Landlord may determine in its sole discretion signs on the exterior of the Premises. If the Tenant erects a sign without first complying with the signage provisions in this Lease, the Tenant shall pay to the Landlord \$50 per day from the date of erection of such sign until the date such non-compliance is rectified and in addition to such fine, the Landlord, at the expense of the Tenant, may remove such non-complying sign without notice to the Tenant. At the expiry or sooner termination of the Term, all signs or panels shall be removed by the Tenant and the Tenant shall make good any damage caused by such removal.

Further, the Tenant covenants to comply with the provisions of any signage design criteria approved by the Landlord, Campus and Community Planning or any other authority having jurisdiction.

**3.8 As Is/Where Is**

If the Premises have been previously fixtured and improved by the Landlord or a prior tenant, the Tenant acknowledges that, notwithstanding the provisions of Schedule A and Schedule B, it has accepted the Premises on an "as is/where is" basis, and that the cost of any renovations, improvements, or fixturing required by the Tenant shall be payable by the Tenant. The Tenant shall submit to the Landlord for approval the drawings and specifications relating to any such further Tenant's Work as set forth in Schedule B hereto. All further work carried out by the Tenant in the Premises shall be in accordance with the provisions of this Lease, including, without limitation, the provisions of Schedule A and Schedule B.

**3.9 Services Provided By Landlord**

- (a) If there is an elevator in the Building, subject to the Landlord's Rules and Regulations, the Landlord shall provide elevator service during normal business hours for use by the Tenant in common with others, except when prevented by repairs. The Landlord will operate one passenger elevator for use by tenants at all times except in the case of fire or other emergencies.
- (b) The Landlord will provide cleaning services in the Building consistent with the standards of a first class office building (excluding interior glass areas and areas used exclusively for computer equipment), provided that the Tenant at the end of each business day shall provide access to the persons performing the janitor services and leave the Premises in a reasonably clean and tidy condition. The Tenant hereby agrees that the Landlord shall have no responsibility or liability whatsoever for any act or omission on the part of the person, persons, or corporation employed to perform the cleaning services, provided such persons are bonded.
- (c) Subject to the Landlord's Rules and Regulations, the Landlord shall provide heating, ventilating or air-conditioning services during normal business hours, as determined by the Landlord, acting reasonably, for the Premises, except when prevented by reason of accident, repair, alterations or improvements necessary to be made. Subject to the Landlord's Rules and Regulations, upon request give a reasonable period of time in advance, the Landlord may provide heating, ventilating or air-conditioning services outside normal business hours and the Tenant shall pay an incremental charge therefor as an additional service at the prevailing hourly rate, which may be adjusted by the Landlord from time-to-time. The Tenant shall not install any equipment or systems that will exceed, or overload the capacity or interfere with the normal operation of the heating, ventilating or air-conditioning or any other service or facility in the Property or Building and agrees that if any equipment or systems installed by the Tenant requires additional heating, ventilating or air-conditioning equipment system or any other service or facility, as determined by the Landlord acting reasonably, the same shall be installed at the Tenant's expense.

- (d) If installation of any equipment, fixture or system on the Premises by the Tenant necessitates rebalancing or readjustment of the heating, ventilating and air-conditioning system by the Landlord, the same will be performed by the Landlord at the Tenant's sole expense.
- (e) The Tenant shall not, without the Landlord's prior written consent in each instance, connect any equipment, fixtures, systems or appliances (other than normal office electrical fixtures, computers, typewriters, word processors, small office machines and lamps) to the Building's electric distribution system or make any alteration or addition to the electric system of the Premises.

#### **4. DEMISE AND TERM**

##### **4.1 Demise and Term**

The Landlord leases the Premises to the Tenant TO HAVE AND TO HOLD from the Commencement Date of Term for and during the Term, unless sooner terminated as provided in this Lease. In addition, the Tenant shall be entitled for the benefit of the Premises to enjoy, on the terms and conditions set out in this Lease, the non-exclusive use of the Common Areas or portions designated by the Landlord under this Lease in common with all others entitled thereto.

##### **4.2 Early Occupancy**

If the Tenant is given possession of the Premises before the Commencement Date of Term, all provisions of this Lease shall apply to the period falling between such dates except as specifically otherwise provided in this Lease, provided that the Term shall not commence to run until the Commencement Date of Term.

#### **5. RENTAL**

##### **5.1 Tenant to Pay Rental**

The Tenant will pay to the Landlord, or as the Landlord may in writing direct, in lawful money of Canada, without any set-off, compensation, or deduction whatsoever, on the days and at the times specified in this Lease, Rental which shall include the aggregate of the sums required to be paid by this Article:

##### **(a) Minimum Rental**

The Tenant shall pay Minimum Rental;

##### **(b) Additional Rental**

In addition to the Minimum Rental, the Tenant shall pay the Tenant's portion (as defined in Section 5.2) of each of the following:

- (i) Common Area Maintenance Cost;
- (ii) Cost of Heating, Ventilating, and Air-Conditioning to the extent not included in subsection 5.1(b)(i);
- (iii) Cost of Insurance to the extent not included in subsection 5.1(b)(i); and

- (iv) Municipal Tax Cost to the extent not included in subsection 5.1(b)(i);

The Landlord may in its sole discretion without duplication aggregate some or all of the Cost of Heating, Ventilating, and Air-Conditioning, Cost of Insurance or Municipal Tax Cost and Common Area Maintenance Cost and apportion the Tenant's or other tenant's portion of such costs to the extent it determines such aggregation or apportionment permits an equitable method of calculating Additional Rental and the portions payable by the Tenant or other tenants. For greater certainty, the Tenant shall also pay a portion of the Services Levy referred to in Article 12 determined by the Landlord as part of Municipal Tax Cost;

(c) **Additional Rental (Premises)**

In addition to the Additional Rental described in subsection 5.1(b), the Tenant shall also pay those costs which directly relate to the Tenant's use of the Premises, which include:

- (i) the cost, charge, or expense for water, garbage collection, janitorial services and any other like service rendered to the Premises for the benefit of the Tenant and paid by the Landlord;
- (ii) that portion of the cost of lighting, heating, ventilating, and air-conditioning the Premises attributable to the fact that the demands of the Tenant in the Premises is in excess of the normal operating demands or in excess of normal hours for the Shopping Centre or Property; and
- (iii) any special service or utility required by the Tenant and arising from its use of the Premises.

**5.2 Tenant's Portion**

The Tenant's portion of the costs described in subsection 5.1(b) shall unless otherwise determined by the Landlord, be that sum which is equal to the aggregate of those costs or portion thereof multiplied by a fraction the numerator of which is in each instance the Area of the Premises and the denominator of which is the appropriate gross leaseable area as defined in Section 2.1 and subject to the Landlord's right to allocate or apportion.

**5.3 Procedure For Payment of Rental**

The Rental provided for in this Article shall be paid promptly and punctually by the Tenant as follows:

(a) **Payment of Minimum Rental**

Minimum Rental shall be paid on a monthly basis. The first monthly instalment of Minimum Rental shall be paid on the Commencement Date for Minimum Rental. Where the Commencement Date for Minimum Rental is the first day of a month, such instalment shall be in respect of such month. Where the Commencement Date for Minimum Rental is not the first day of a calendar month, Minimum Rental for the period from the Commencement Date for Minimum Rental to the first day of the next calendar month shall be pro-rated on a per diem basis and paid on the first day of the next month and the instalment of Minimum Rental paid

upon the Commencement Date for Minimum Rental shall be in respect of the Minimum Rental for the first full calendar month following the Commencement Date for Minimum Rental. Thereafter, subsequent monthly instalments shall each be in advance on the first day of each ensuing calendar month. The Landlord may require the Tenant to participate in an automatic debit system, including without limitation requiring the Tenant from time to time to furnish the Landlord with a series of post-dated cheques covering the next 12 instalments of monthly Minimum Rental and the Tenant shall, forthwith upon request, deliver such cheques to the Landlord.

(b) Additional Rental Payments

The amount of Additional Rental to be paid by the Tenant under subsections 5.1(b) and 5.1(c) shall be estimated by the Landlord for such period or periods as the Landlord may determine in its sole discretion. The Tenant shall pay promptly and punctually to the Landlord such amount in advance during such period on the dates and at the times for payment of Minimum Rental provided for in this Lease commencing on the Commencement Date for Additional Rental.

(c) Landlord Discretion

Notwithstanding any other term of this Lease, for any specific item of Additional Rental or any period of operation determined by the Landlord, the Landlord may in its sole discretion apportion Additional Rental or any component of Additional Rental including without limitation Common Area Maintenance Cost between the various portions of the Property or Shopping Centre including without limitation retail, office, residential, institutional or other portions, on a basis that is fair and that reflects the use by and benefit to the tenants and occupants of such portions of the Property or Shopping Centre and the Landlord may in its sole discretion allocate such items of Additional Rental among tenants and the Tenant acting reasonably and it is understood and agreed that such items may include an allocation to and within the Property or Premises of costs which are levied, rated, charged or assessed against or upon the Shopping Centre generally or the Property or other lands.

For greater certainty, in computing any Additional Rental or other payments to be allocated to tenants or made by tenants in the Shopping Centre or portions thereof or when allocating portions of such payments among tenants:

- (i) where the Landlord determines, in its sole discretion, that any item(s) of Additional Rental are provided only to or for the benefit of a portion of the Shopping Centre, then the Landlord shall be entitled, but not obligated, to allocate the cost of those item(s) over such portion of the Shopping Centre and adjust the Tenant's payment based on such allocation;
- (ii) if the Shopping Centre or any portion thereof is comprised of different categories of leaseable premises, the Landlord shall be entitled, but not obligated, to allocate Additional Rental among the various categories on the basis of such factors as the Landlord determines to be relevant and to adjust the Tenant's payment based on such allocation; and
- (iii) if any Common Facilities, or other facilities, services or utilities:



- (A) for the operation, administration, management, repair and maintenance of the Building are provided from another building or other buildings (whether within the Shopping Centre or elsewhere);
- (B) for the operation, administration, management, repair and maintenance of another building or other buildings (whether within the Shopping Centre or elsewhere) owned or operated by the Landlord are provided from the Building; or
- (C) are otherwise shared between the Building and another building or other buildings (whether within the Shopping Centre or elsewhere),

the costs, charges and expenses of such items may be allocated by the Landlord in its sole discretion between the Building and other building or buildings (whether within the Shopping Centre or elsewhere) on a reasonable basis.

The Tenant shall comply with any practices or procedures that the Landlord, may from time to time introduce to reduce or control Additional Rental and shall pay, as Additional Rental, all costs, as determined by the Landlord, that may be incurred by the Landlord as a result of any non-compliance. The Landlord may use an expert to assist it in making such determination.

(d) Tenant's Delay

If the Tenant fails to take possession and open the Premises for business fully fixtured, stocked, and staffed on the earliest of the Commencement Date of Rental Payment or the Commencement Date of Term, whichever is the earlier, the Landlord shall, in addition to the other remedies described in this Lease, have the right at its option to collect not only Minimum Rental and Additional Rental but a daily amount equal to the greater of 15 cents per square foot of the Area of the Premises or \$50 per day for each and every day the Tenant fails to do business as required by this Lease.

(e) Basis of Determining Minimum Rental and Additional Rental

Minimum Rental is calculated on the basis of the Area of the Premises being as set out in subsection (j) of the Summary of Basic Lease Provisions. The Minimum Rental and any Additional Rental, the calculation of which is based on the Area of the Premises, shall be adjusted if the Area of the Premises is found to be different.

#### 5.4 **Reporting of Costs**

Within 180 days after the end of each Lease Year, the Landlord shall furnish to the Tenant a statement of the actual cost during such Lease Year of those items comprised in Additional Rental and the Tenant's portion thereof, showing in reasonable detail the information relevant and necessary to the exact calculation of those amounts. (the "**Statement**") If the amount payable by the Tenant as shown on the Statement is greater or less than the Additional Rental paid by the Tenant to the Landlord the adjustment shall be made within 14 days after delivery of the Statement.

The Statement shall be binding upon the Tenant but the Tenant shall have the right to, at any time within 12 months of the delivery of the Statement to inspect the books and records of the Landlord pertaining to such costs upon reasonable notice at reasonable times, and/or submit a substantiated claim that the amount payable by the Tenant is less than the Additional Rental paid by the Tenant to the Landlord.

Any payment made by the Landlord or made by the Tenant to the Landlord in respect of any such adjustment, shall be without prejudice to the right of the Landlord to claim a readjustment provided such claim is made within 25 months from the date of delivery of the Statement. The Landlord's failure to provide the Statement within such 180-day period shall in no way excuse the Tenant from its obligation under this Section or constitute a waiver of the Landlord's right to bill and collect any moneys payable by the Tenant under this Section.

5.5 **Rental For Irregular Periods**

All Rental reserved by this Lease shall accrue from day to day, and if for any reason it becomes necessary to calculate Rental for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis.

5.6 **Place of Payment**

All payments to be made to the Landlord under this Lease shall be made to the Landlord's agent at the address referred to in the Summary of Basic Lease Provisions, unless otherwise directed by the Landlord.

5.7 **Rental Deposit**

Intentionally deleted.

5.8 **Security Deposit**

Intentionally deleted.

5.9 **Re-Survey Or Re-Measurement of Premises**

The Landlord may, from time to time, as it determines necessary, cause the Area of the Premises, the Building or any part thereof to be re-calculated or re-measured, such re-measurement or re-calculation to be made in accordance with any of the methods set out in subsection 2.1(d) under the definition of "**Area of the Premises**" or in accordance with the Landlord's reasonable standard from time to time, which standard may be the Standard Method for Measuring Floor Area in Office Buildings – ANSI/BOMA Z 65.1-1996 as amended by the terms of this Lease or such other standard as similar to that used in other similar quality office buildings as selected and determined by the Landlord, and the cost thereof shall be included as Additional Rental (except as otherwise provided for in this Section 5.9). Upon such re-calculation or re-measurement, Rental (including, without limitation, Minimum Rental) shall be adjusted accordingly. If any calculation or determination by the Landlord of the area of any premises (including the Premises) is disputed or called into question, it shall be calculated or determined by the Architect or surveyor from time to time appointed for that purpose, whose certificate shall be conclusive and binding upon the parties hereunder. The cost of such calculation or determination shall be included as Additional Rental, provided that if the Tenant disputes the Landlord's calculation or determination and the calculation or determination by the

Architect or survey agrees with the Landlord's calculation or determination within a 2% variance, the Tenant shall pay the full cost of such calculation or determination forthwith upon demand. If the Tenant and any one or more of the other tenants in the Building are responsible to pay such costs, the Tenant shall be jointly and severally liable with such other tenant or tenants.

If any error shall be found in the calculation of the Area of the Premises or in the calculation of the Tenant's Portion (as described in Section 5.2 of this Lease) of Additional Rental and of Minimal Rental shall be adjusted for the Lease Year in which the error is discovered and for the Lease Year preceding the Lease Year in which the error was discovered, if any, and thereafter, but not for any prior period.

## **6. CONDUCT OF BUSINESS**

### **6.1 Use and Operation of Premises**

#### **(a) Use of Premises**

The Tenant shall not use or occupy the Premises or any part thereof for any purpose other than the operation of the business described in subsection (e) of the Summary of Basic Lease Provisions under the name referred to in subsection (d) of the Summary of Basic Lease Provisions. The Tenant shall be open for business on the Premises during the times set out in and in compliance with subsection (e) of the Summary of Basic Lease Provisions.

#### **(b) Prohibited Uses**

The Tenant shall not conduct or carry on any of the following businesses on the Premises:

- any in-premises retail selling;
- any mail-order business or catalogue sales;
- any operation in which the Tenant uses any fraudulent or deceptive advertising or selling procedures; and
- any business which because of the methods likely to be used would in the opinion of the Landlord tend to lower the character of the Shopping Centre or Property.

#### **(c) To Operate During the Term**

The Tenant shall not during the Term vacate the Premises either in whole or in part, whether actually or constructively, but shall:

- (i) commence and conduct its business from the entire Premises from not later than the earlier of the Commencement Date of Term or the earliest Commencement Date of Rental Payment;
- (ii) remain open for business during the business days and hours for the Shopping Centre or Property, as determined by the Landlord from time to time in its sole discretion, unless prevented by the Municipal Authority

Having Jurisdiction or federal, provincial, municipal, or any other government authority; and

- (iii) continuously, actively, and diligently carry on in the Premises the type of business for which the Premises are leased to the Tenant.

(d) Use of Landlord or UBC's Name

The Tenant shall not, without the prior written consent of the Landlord and UBC (as applicable), use the Landlord's or UBC's name nor any mark, logo or trademark of the Landlord or UBC in any publication, advertisement, notice, document, website, e-mail address or other materials and shall not hold itself out, directly or indirectly, as being associated with the Landlord or UBC; provided however, the Tenant may use UBC's name in its material directing people to the location of the Premises provided UBC has approved the form of such wording. It is understood and agreed that the Landlord and UBC may arbitrarily withhold their consent to the use of their respective name, marks, logos or trademarks.

(e) Signs

Except as provided in Section 3.7 and the Landlord's Rules and Regulations, the Tenant shall not maintain any sign on the exterior walls of the Premises or on the walls of the Building or elsewhere on the Property or Shopping Centre, nor shall the Tenant place in the display windows any sign, decoration, lettering, or advertising matter of any kind, including signs placed in the interior of the Premises for exterior view, nor shall the Tenant permit the use of any travelling or flashing lights, loudspeakers, television, phonographs, radios, or other devices in a manner so as to be seen or heard outside the Premises without first obtaining the Landlord's written consent in each instance, which consent shall be in the Landlord's sole discretion. The Tenant shall be solely responsible for all costs associated with any signage, display or other form of advertisement contemplated herein; and shall be required to obtain all necessary permits and approvals as required by any Municipal Authority Having Jurisdiction.

(f) Machines

The Tenant shall not cause, permit, or suffer any machines selling merchandise, services, or entertainment, including vending machines, video machines, automated banking/teller machines or other machines operated by coins or other devices, to be present on the Premises unless expressly permitted in writing by the Landlord, which permission may be withheld in the Landlord's sole discretion.

(g) Nuisance

The Tenant shall not carry on any business practice or act or activity on the Premises which is a nuisance or which may injure the Building or the Shopping Centre or any part thereof, nor cause or permit annoying noises or vibrations, nor offensive odours to issue from the Premises, nor cause or suffer or permit any oil or grease or harmful, objectionable, dangerous, poisonous, hazardous, flammable, or explosive matters or substances to be discharged into the Premises or into adjoining premises or into Common Areas, drains, or sewers, and shall take all measures necessary to ensure that any effluent discharged will

not be corrosive, poisonous, or otherwise harmful or hazardous, or cause obstruction, deposit, or pollution within the Shopping Centre. The Landlord may determine in its sole discretion whether the Tenant is in breach of this Section.

(h) Not to Affect Landlord's Insurance

The Tenant shall not do or omit to do anything which causes the rate of insurance upon the Shopping Centre or any part thereof to be increased, and if the insurance rate shall be thereby increased the Tenant shall pay to the Landlord as Additional Rental the amount by which the insurance premiums shall be so increased. The Tenant shall not store or permit to be stored upon or in the Premises anything that is of a dangerous, flammable, or explosive nature nor anything which would have the effect of increasing the Landlord's insurance costs or of leading to the cancellation of such insurance. If any insurance policy upon the Premises or the Property or Shopping Centre is cancelled or threatened to be cancelled by the insurer by reason of the use and occupation of the Premises or any part thereof by the Tenant or by any assignee, sub-tenant, concessionaire, or licensee of the Tenant, or by anyone permitted by the Tenant to be upon the Premises, the Landlord may at its option upon giving the Tenant 48 hours' written notice, terminate this Lease by notice in writing, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord or the Landlord may at its option and at the expense of the Tenant enter upon the Premises and rectify the situation causing such actual or threatened cancellation or rate increase.

(i) Business Hours Restriction

The Tenant shall not, during the Term, support the enacting or renewal of any bylaw or law amending business hours in or the operations of the Landlord on the Shopping Centre or Property.

(j) Advertising Assignment of Lease

The Tenant shall not print, publish, post, display, or broadcast any notice or advertisement with respect to the assignment of this Lease, the subletting of the Premises in whole or in part, or the sale of the business conducted thereon, nor permit any broker or other person to do any of the foregoing.

(k) Pest Control

In order to maintain satisfactory and uniform pest control the Tenant shall engage for the Premises at its sole cost and expense such pest extermination contractor from time to time as the Landlord directs.

## 6.2 **Specific Performance**

All the Tenant's covenants and obligations set forth in Section 6.1 are covenants and obligations designed for the mutual benefit and protection of commercial premises in the Property and Shopping Centre and to make the Shopping Centre attractive to the shopping public to the greatest extent possible. If the Tenant is in breach of any such covenants or obligations then, without prejudice to any other right or remedy which the Landlord may have under the terms of this Lease or otherwise at law or equity, the Landlord shall have the right to bring action in any court of competent jurisdiction against

the Tenant for a judgment or order directing the Tenant to remedy such breach and to observe and perform such covenant or obligation.

## **7. REPAIRS**

### **7.1 Tenant Repair Covenants**

#### **(a) Tenant's Repairs**

The Tenant shall at all times during the Term:

- (i) keep the Premises in good order and repair, as a prudent owner would do;
- (ii) keep all equipment and fixtures, including unattached trade fixtures, in the Premises in good order and repair and replace them when necessary, as a prudent owner would do, including, without limitation, the floor, exterior and interior doors, exterior storefronts, windows, plate glass, partitions, lighting, wiring, heating, ventilating, and air-conditioning (situate within the Premises), plumbing, sprinkler, mechanical and electrical equipment, and fixtures, including all the parts, wiring, and pipes thereof, within the Premises, and any improvements now or hereafter made to the Premises;

except for repairs for which the Landlord is responsible under Section 7.2;

#### **(b) Painting**

The Tenant shall keep the interior of the Premises well painted at all times in accordance with the reasonable requests of the Landlord from time to time, in such colours as shall have first been approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed.

#### **(c) Landlord's Examination of Premises**

The Landlord and any employee, servant, or agent of the Landlord shall be entitled, at any reasonable time during normal business hours and during any emergency, to enter and examine the state of maintenance, repair, and order of the Premises, all equipment and fixtures within the Premises and any improvements now or hereafter made to the Premises, and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs or replacements as may be found necessary from such examination. The failure of the Landlord to give such notice shall not relieve the Tenant from its obligation to keep the Premises and appurtenances in good order and repair and to make such replacements as may be necessary.

#### **(d) Repairs by Designated Tradesmen**

The Tenant shall, when necessary, and whether upon receipt of notice from the Landlord or not, effect and pay for such maintenance, repairs, or replacements as may be the responsibility of the Tenant under subsections 7.1(a) and 7.1(b), provided that no maintenance, repairs, or replacements to the structure, roof, any perimeter wall, the storefront, the sprinkler system, the heating, ventilating, air-conditioning, plumbing, electrical, or mechanical equipment, or the concrete floor

shall be made without the prior written consent of the Landlord, and in so doing the Tenant shall use contractors or other workmen designated or approved by the Landlord in writing, such approval not to be unreasonably withheld or delayed. In fulfillment of its obligation to repair and maintain the heating, ventilating, and air-conditioning equipment, the Tenant will enter into a maintenance contract with such firm or persons as are designated by the Landlord to regularly maintain and service such equipment and shall within 10 days of being requested to do so provide the Landlord with written evidence that it has so entered into such contract and will pay when due all sums owing to such firm or persons. If the Tenant fails to comply with the Landlord's request to effect repairs, replacements, decorations, or maintenance within the time provided for by the Landlord, the Landlord may cause such repairs, replacements, decorations, or maintenance to be undertaken and Section 14.5 shall apply.

(e) Repair at End of Term

At the end of the Term the Tenant shall deliver to the Landlord vacant possession of the Premises in the condition in which the Tenant is required to maintain the Premises by the terms of this Lease. This provision shall survive the expiration or earlier termination of the Lease.

(f) Fee for Supervision

Should the Landlord deem it necessary after giving written notice to the Tenant to undertake any repairs or to do anything which is required to be undertaken or done by the Tenant under this Lease, then the Tenant shall pay to the Landlord as a fee for supervision or carrying out the Tenant's obligation an amount equal to 15% of the moneys expended or of the cost of repairs or other work carried out by or under the supervision of the Landlord, which amount shall be in addition to the cost of such work or moneys expended.

(g) Landlord's Right to Enter for Repairs

The agents and representatives of the Landlord shall have the right to enter the Premises at all times during business hours to examine them, to make alterations or repairs as they shall deem necessary for the safety, preservation, proper administration, or improvement of the Premises, the Property, the Shopping Centre, and any premises adjoining the Premises.

## 7.2 **Landlord's Repair Covenants**

So long as the Landlord does not terminate this Lease or elect not to rebuild the Shopping Centre or Property under Section 7.3, the Landlord will:

(a) Landlord's Repairs

Maintain at its own expense, subject to specific repair obligations of the Tenant under this Lease, the structure of the roof, foundations, sub-floors, and outer walls (excluding exterior storefronts, if applicable, and the glass component thereof or other structural elements installed by or on behalf of the Tenant) of the Building;

(b) Common Areas and Common Facilities

Maintain in good order and repair the Common Areas and Common Facilities, normal wear and tear only excepted;

(c) Structural Defects

At its own expense repair any damage caused, in the opinion of the Architect acting reasonably, to the Premises by reason of a structural defect in the Building;

(d) Construction

Subject to Sections 3.1, 3.2, 3.4 and 7.3, at its own expense and cost, carry out and complete the Landlord's Work. The Landlord shall have the right at all times to enter the Premises for the purposes of performing the Landlord's Work. The Tenant acknowledges that the Landlord's Work and other work related to the Shopping Centre may require ongoing construction, noise, dust and disruption in proximity to the Premises and that there may be, from time to time, further subdivision, excavation and construction of and on lands adjacent to or in proximity to the Premises. The Tenant hereby waives all claims it may have now or in the future against the Landlord or UBC or any other entity involved in such work. The Landlord shall use commercially reasonable efforts to minimize the disturbances to the Tenant arising from such work; and

(e) Heating, Ventilating, and Air-Conditioning

Subject to subsections 7.1(a) and 7.2(b) and to Section 7.3, maintain and operate the HVAC System, and supply from the HVAC System to the Premises, conditioned air in accordance with the Landlord's standards from time to time so established, provided that if the Premises contains an independent heating, ventilating, and air-conditioning system, as so designated by the Landlord, the responsibility and expense for maintaining, operating, and replacing that system shall rest with the Tenant.

Notwithstanding anything in the Lease to the contrary, if the repairs described in this Section are required because of the negligent act or omission of the Tenant, or of its contractors, agents, or employees, the Tenant shall pay the cost of such repairs to the Landlord on demand as Additional Rental.

**7.3 Damage Or Destruction**

(a) Damage or Destruction

- (i) Subject to the Landlord's right of termination contained in this Section and subject to subsection 7.3(d), if the Premises or any part thereof are destroyed or damaged during the Term as a result of a casualty fully insured against by the Landlord, the Landlord shall repair the Premises to the standard set out in Schedule A - Landlord's Work. If such damage or destruction is not caused by an act or omission of the Tenant, or of a person for whom the Tenant is in law responsible, and if as a result of such occurrence the Premises cannot be used, in whole or in part, for the business of the Tenant, the Minimum Rental, or a proportionate part



thereof, according to the nature and extent of the destruction or damage sustained, shall be suspended until the Landlord repairs the Premises to the standard set out in Schedule A - Landlord's Work;

- (ii) If there is damage to 50% or more of the area of the Property or the buildings forming part of the Shopping Centre, or substantial destruction of the Property or the Shopping Centre (whether or not in either event the Premises are damaged), the Landlord may terminate this Lease by written notice to the Tenant to be given within 90 days after the occurrence of such damage or destruction. If such notice is given this Lease shall immediately terminate. If the Landlord has exercised its right of termination, the Tenant, after receipt of the notice of termination, shall forthwith deliver up possession of the Premises to the Landlord and make payment of the Rental due to the date of termination and the Tenant shall be entitled to no set off whatsoever, and specifically shall not be entitled to compensation for any undepreciated cost of inducements. All Rental shall be apportioned to the date of such termination, provided that such termination shall not affect the obligation of any guarantor to or indemnifier of the Landlord arising from obligations of the Tenant existing prior to the date of such notice of termination;
- (iii) The terms "**Shopping Centre**" and "**Property**" and "**Premises**", for the purposes of this Section shall be deemed not to include the improvements installed in the Premises under the provisions of Schedule A respecting Tenant's Work.

(b) Termination

If the Landlord fails to give notice of termination within the 90 days mentioned in subsection 7.3(a) and fails to complete the repair or reconstruction within 20 months after the occurrence of such damage to or destruction of the Premises or the Property or Shopping Centre, the Tenant shall have the right to give to the Landlord notice of termination of this Lease and thereupon, subject to payment of any Rental then due by the Tenant to the Landlord, this Lease shall forthwith cease and determine, provided that if the Landlord's failure to complete the repair or reconstruction within 20 months is due to some circumstance beyond the reasonable control of the Landlord, then the 20-month period shall be extended by the same number of days as the Landlord was delayed by such circumstance.

(c) Tenant's Obligation to Rebuild

Subject to subsections 7.3(a) and 7.3(b), if there is damage or destruction as contemplated by this Article, the Tenant shall at the request of the Landlord, repair and rebuild that part of the Premises so damaged or destroyed, in accordance with the provisions of Schedule A and Schedule B with all due diligence, but without the benefit of any allowances, inducements, or rent-free periods.

(d) Landlord's Obligation to Rebuild

Nothing in this Article 7 requires the Landlord to rebuild the Shopping Centre or any part thereof and if the Landlord elects to rebuild or repair the Shopping

Centre or any part, it may make such changes, alterations, modifications, adaptations, or extensions in, to, or of the original buildings or structures forming part of the Shopping Centre or part thereof, including the location of the Premises, as it in its sole discretion shall see fit.

## **8. COMMON AREAS**

### **8.1 Use and Control of Common Areas**

#### **(a) Tenant's Use of Parking Areas**

- (i) The Tenant acknowledges that there exists no designated parking available for the occupants or invitees of the Premises. There is street parking available along Wesbrook Mall, Birney Avenue and Shrum Lane, subject to any parking fees and regulations imposed by the UNA or any other authority having jurisdiction over such areas. In addition there will be surface and underground pay parking lot in the Shopping Centre which will be generally available for the use of customers and visitors of the Shopping Centre. However, throughout the Term, the Landlord shall make available for the Tenant, to use at its option, up to eight (8) parking stalls in the designated parking lot at 5923 Berton Avenue at the prevailing monthly rental rates, plus applicable taxes, which rental rates may be adjusted by the Landlord from time to time.
- (ii) The Landlord reserves the right to impose charges for the use of the parking areas in the Shopping Centre. Such charges shall be determined by the Landlord, having regard to the parking facilities provided, and may be in amounts sufficient in the judgment of the Landlord to discourage long-term and non-customer parking and to secure a sufficient turnover of parking spaces to accommodate the customers of the Property and the Shopping Centre.
- (iii) Parking shall be regulated by the Landlord in a reasonable manner, and the Tenant and its employees, suppliers, and other persons not customers shall abide by such regulations as may from time to time be established by the Landlord.

#### **(b) Landlord's Right to Remove Vehicles**

Should the Tenant, its employees, suppliers, and other persons not customers having business with the Tenant park vehicles in areas not allocated for that purpose, the Landlord shall have the right to remove such vehicles, and the Tenant will save harmless the Landlord from any and all damages arising therefrom, and the Tenant will pay the costs of such removal.

#### **(c) Control of Common Areas and Common Facilities**

The Landlord will have the right of control at all times, over the Common Areas and Common Facilities. Such control applies to signs, use of show windows, and the Tenant's publicity visible from the Common Areas and Premises. The Landlord shall have the right, at its option, to close the Property and Shopping Centre or parts thereof to the public and to all tenants outside regular business

hours of the Shopping Centre, as determined by the Landlord, Sundays and holidays included.

Notwithstanding the foregoing, the Landlord shall have the right to temporarily close the entire Shopping Centre during periods of civic unrest or at other times acting reasonably without any abatement of Rental.

Notwithstanding any other term of this Lease, the Landlord may designate any Common Areas or Common Facilities or portions thereof for the exclusive use of tenants of portions of the Property or Shopping Centre and allocate the cost of maintaining same to those tenants or any other group of tenants upon the Property or Shopping Centre (including the Tenant or other tenants of the Property) in its sole discretion.

(d) Merchandise on Common Areas

The Tenant shall not keep, display, or sell any merchandise on or otherwise obstruct or use any part of the Common Areas and Common Facilities, except as permitted by the Landlord.

(e) Changes to Common Areas and Common Facilities

The Landlord shall have the right, from time to time, to alter, expand, reduce or otherwise change the location, area, level, or arrangement of the Property, Shopping Centre and Common Areas and Common Facilities, including the parking areas, service entrances, loading and unloading facilities, driveways and sidewalks, and ingress to and egress from the Property, to make such changes or additions as in its sole discretion the Landlord may consider necessary or desirable, and to construct and erect additional buildings whether of a temporary or permanent nature or to enlarge or extend or contract or reduce or in any other way modify buildings on the lands upon which the Shopping Centre and Property are located, provided only that the Landlord shall at all times provide reasonable access to the Premises across and through the Property and Common Areas for the Tenant, its servants, agents, clients, and customers.

(f) Increase in Common Area Maintenance Cost

The Tenant shall not do or omit to do, or permit to be done or omitted, upon or about the Premises, anything which will cause the Additional Rental or Common Area Maintenance Cost to be increased. If the Additional Rental or Common Area Maintenance Cost shall be so increased, the Tenant shall pay the amount of such increase to the Landlord upon demand.

**9. PROMOTION OF THE SHOPPING CENTRE**

(a) Centre Name

The Tenant shall promote the name and logo or emblem which the Landlord may from time to time designate for the Shopping Centre in any advertisements or promotional material published or initiated by the Tenant if in the reasonable opinion of the Landlord such promotion would be of benefit to the Shopping Centre.

(b) Permits

The Tenant shall comply with all development and other permits issued or applicable to the Shopping Centre or any parts thereof, including without limitation the Property and the Premises. The Tenant shall obtain and maintain, and comply with, during the Term and any renewals or extensions thereof, all necessary permits and licenses required by applicable laws and the rules and regulations of the Municipal Authority Having Jurisdiction, now or hereafter in force, which pertain to the conduct of the Tenant's business in the Premises.

**10. INSURANCE**

**10.1 Tenant to Insure**

The Tenant will take out and keep in force during the Term, owned and non-owned automobile insurance with respect to all motor vehicles owned and/or operated by the Tenant in its business from the Premises, insurance upon all glass and plate glass in the Premises; whether installed by the Landlord or the Tenant, boiler and pressure vessel insurance, and a commercial all-risk insurance policy which shall cover damage to the stock-in-trade, furniture, fixtures, improvements (including leasehold improvements), and all other contents of the Premises to the full replacement cost thereof, and comprehensive general liability insurance in an amount not less than \$5,000,000 per occurrence or as may be reasonably required by the Landlord from time to time, and tenant's fire legal liability insurance to the replacement cost of the Premises, and with policies and insurers acceptable to the Landlord. Each policy shall name UBC Properties Investments Ltd. as trustee for UBC Properties Trust and The University of British Columbia as additional insureds as their interests may appear, and in the case of such public liability insurance shall contain a provision for cross-liability and severability of interest in favour of UBC Properties Investments Ltd. as trustee for UBC Properties Trust and The University of British Columbia. The insurance requirements and obligations set out in this Section **Error! Reference source not found.** may be mended from time to time in the Landlord's sole discretion.

Each policy shall provide that the insurer shall not have any right of subrogation against the Landlord or UBC on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Landlord, UBC or Tenant covered by such insurance. The cost or premium for each and every such policy shall be paid by the Tenant. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least 30 days prior to any cancellation or any material change. The Tenant shall, within 30 days of placing insurance, provide the Landlord with written evidence satisfactory to the Landlord of the existence of the insurance policies described in this Section, and a copy shall thereafter be provided to the Landlord annually.

Notwithstanding any other term in this Lease, including the above paragraphs in this Section 10.1, provided that the Tenant's present insurer and insurance policy in place at the time this Lease is entered into does not change, the Tenant shall not be subject to the above requirements in this Section 10.1 in respect of insurance coverage.

10.2 **Workers' Compensation**

If the nature of the Tenant's operations is such as to place all or any of its employees under the coverage of local workers' compensation or similar insurance, the Tenant shall also keep in force at its expense, so long as this Lease remains in effect, workers' compensation or similar insurance affording statutory coverage and containing statutory limits.

10.3 **No Insurable Interest in Landlord's Insurance**

Notwithstanding any contribution by the Tenant to the Landlord's insurance premiums as provided in this Lease, no insurable interest is conferred upon the Tenant under policies carried by the Landlord. The Landlord shall in no way be accountable to the Tenant regarding the use of any insurance proceeds arising from any claim and the Landlord shall not be obliged on account of such contributions to apply such proceeds to the repair or restoration of that which was insured. The Tenant shall insure for its own account and shall not look to the Landlord for reimbursement or recovery if there is loss or damage from any cause, whether or not the Landlord has insured and recovered therefor. The Tenant is not relieved of any liability arising from or contributed to by its negligence or its wilful acts or omissions, notwithstanding any contribution by the Tenant to the Landlord's insurance premiums.

10.4 **Landlord to Insure**

The Landlord shall throughout the Term carry or cause to be carried an all-risk policy with normal extended coverage endorsements in respect of the Property in a form and to the extent deemed necessary by the Landlord, on the Building and other buildings forming part of the Shopping Centre in an amount determined by the Landlord; provided however that the Landlord will not be required to insure any Anchor Tenants, or other premises against damage from Insurable Hazards if the respective tenants of such stores have taken out insurance policies in respect thereof which are satisfactory to the Landlord.

11. **TENANT ALTERATIONS**

11.1 **Painting and Decorations**

Upon prior written consent by the Landlord and, if applicable, of the Municipal Authority Having Jurisdiction, the Tenant may at any time and from time to time make such changes, alterations, additions, and improvements in and to the Premises as shall in the judgment of the Tenant better adapt the Premises for the purpose of its business; provided however that no changes, alterations, additions, or improvements to the structure, any perimeter wall, the storefront, the sprinkler system, the heating, ventilating, air-conditioning, plumbing, electrical, or mechanical equipment, the concrete floor, columns, or the roof shall be made without the prior written consent of the Landlord and without the use of contractors or other qualified workmen designated or approved by the Landlord in writing. Any structural alteration or alteration which requires tie-in to base systems of the Building will require the prior approval of the Landlord and the Landlord may require that such work be done by its contractors at the cost of the Tenant plus 15%. All changes, alterations, additions, and improvements, whether structural or otherwise, shall comply with all applicable statutes, regulations, or bylaws of any Municipal Authority Having Jurisdiction, or federal, provincial, municipal, or other

governmental authority. The Tenant shall pay to the Landlord the amount of the increase to any insurance coverage or Municipal Taxes to the extent that such increase is attributable to any action by the Tenant, and such insurance shall not thereby be made liable to avoidance or cancellation by the insurer by reason of such changes, alterations, additions, or improvements.

#### 11.2 **Landlord's Property**

Subject to Section 3.6, at the end of the Term all changes, alterations, additions, and improvements made to or installed upon or in the Premises and which in any manner are attached in, to, on, or under the floors, walls, or ceilings, shall remain upon and be surrendered to the Landlord with the Premises as a part thereof and, upon affixation, these shall become the absolute property of the Landlord without any payment or indemnity by the Landlord to the Tenant.

If goods of the Landlord are, subsequent to the Commencement Date of Term, affixed to the Premises, such goods shall, forthwith upon affixation, become fixtures and the Tenant shall have no rights in and to such goods, under this Lease or otherwise.

#### 11.3 **Prohibitions**

The Tenant and its employees, agents, or representatives may not enter upon the roof of the Building or any building in the Property or Shopping Centre for any reason, nor shall the Tenant make any repairs, openings, or additions to any part of the exterior of the Premises, nor place any attachments, decorations, signs, or displays in or upon any Common Areas without the prior written consent of the Landlord, failing which the Tenant will, in addition to the Landlord's other rights and remedies described in this Lease, be held responsible for all ensuing costs and damages including the cost of removing such items and the cost of any repairs needed as a result of such acts.

#### 11.4 **No Charges**

The Tenant will not permit, do, or cause anything to be done to the Premises during the period of construction and fixturing of the Premises or at any other time which would allow any lien, certificate of pending litigation, judgment, or certificate of any court, or any mortgage, charge, conditional sale agreement, personal property security, or encumbrance of any nature whatsoever, to be imposed or to remain upon the title to the Property or Shopping Centre or the interest of the Landlord therein, the Premises or the Tenant's fixtures, trade fixtures, personal property, or leasehold improvements in the Premises. If any lien, charge, conditional sale agreement, personal property security, or other encumbrance is registered against the Property or Shopping Centre the Tenant shall, immediately cause them to be discharged whether by payment or giving security or in such other manner as may be permitted by law, and if this is not done within 10 days of receipt of written notice from the Landlord, the Landlord may, but shall not be required to, make any payments required to procure the discharge of such lien, charge, or encumbrance and the Tenant shall forthwith reimburse the Landlord for all such payments, including legal fees on a solicitor—client basis in connection therewith together with interest thereon at the rate specified in Section 14.6 from the date such expenses are incurred until paid.

## **12. PUBLIC UTILITIES, TAXES AND SERVICES LEVY**

### **12.1 Public Utilities, Business Tax, and Machinery**

The Tenant shall pay for the electricity, gas, other fuel, telephone, water, and other similar utilities consumed on the Premises and all business taxes, garbage taxes, licences, rates, and other charges, taxes, licences, or rates levied or assessed on or in respect of or in relation to the Tenant, the business carried on by the Tenant and the assets of the Tenant within the Premises, or in respect of any fixtures, machinery, equipment, or apparatus installed in the Premises or elsewhere in the Shopping Centre by the Tenant, including Municipal Taxes and the Services Levy which, in the Landlord's opinion, are attributable to improvements made by the Tenant whether such taxes, licences, charges, or rates are charged to the Landlord or to the Tenant, and including a 15% administration fee on those charges paid for and administered by the Landlord on behalf of the Tenant. The Tenant shall, upon request by the Landlord, deliver to the Landlord notices of assessments of such rates, levies, charges, and taxes and receipts for their payment.

### **12.2 Payment of Taxes and Services Levy**

Subject to the rights which the Landlord has at law to contest Municipal Taxes, the Landlord will pay all Municipal Taxes including without limitation the Services Levy out of funds collected from the tenants in the Property or the Shopping Centre or portions thereof except to the extent tenants pay Municipal Taxes or the Services Levy directly.

### **12.3 Allocation of Municipal Taxes and Services Levy**

If a separate allocation of Municipal Taxes is not issued by the relevant Taxing Authority with respect to the Premises, Common Areas, or Anchor Tenants premises, or any leaseable area located in the Shopping Centre, the Landlord may from time to time apply to the Taxing Authority for a determination of a separate allocation to be calculated, which determination shall be conclusive for the purposes of this Article. If the Landlord does not make such application or no such determination can be obtained from the Taxing Authority, the Landlord shall determine the portion, if any, of the Municipal Taxes attributable to the Premises, Common Areas, Anchor Tenants, or any leaseable area using either:

- (a) the then-current established principles of assessment employed by the Taxing Authority; or
- (b) such method of determination which the Landlord, in its sole discretion, shall choose;

which determination shall be conclusive and binding between the parties.

The Landlord shall also similarly allocate the Services Levy to the Premises, Common Areas, or Anchor Tenants premises, or any leaseable area located in the Property or Shopping Centre following receipt of the determination contemplated above from the Taxing Authority, or alternatively, concurrently with making the Landlord's own allocation of Municipal Taxes as set out above, using the same methodology to allocate the Services Levy as is used to allocate Municipal Taxes and the Tenant shall pay a portion of the Services Levy determined by the Landlord in a manner equivalent to the payment of Municipal Taxes with the intent that the Services Levy shall be treated, for the

purposes of Landlord recovery, in the same way as Municipal Taxes as part of Municipal Tax Cost.

#### 12.4 **Services Levy**

It is understood and agreed that the Services Levy is intended to be calculated by the Municipal Authority Having Jurisdiction or other Taxing Authority in each year by multiplying the difference between the municipal general and debt tax rate of the City of Vancouver levied on the commercial property class used for businesses pursuant to the Vancouver Charter minus the Provincial rural service rate levied on the commercial property class used for businesses pursuant to the *Taxation (Rural Area) Act* as amended from time to time, or any legislation substituted therefor times the net taxable value of that portion of the Property or Shopping Centre and Building or buildings that are subject to Municipal Taxes, and if the net taxable value of such portion of the Property or Shopping Centre and Building or buildings is nil, then times the assessed value of such portion, in both cases as prepared by the B.C. Assessment Authority. If the Property or Shopping Centre ever become part of a municipality or the UEL, the Services Levy shall be replaced by the local governing body's taxes which shall be paid direct to such local governing body. Without limiting what the Landlord can use the amounts collected on account of the Services Levy for, it is understood and agreed that the amounts collected by the Municipal Authority Having Jurisdiction or other Taxing Authority on account of the Services Levy can be used by the Municipal Authority Having Jurisdiction or other Taxing Authority, at its sole discretion, to pay for without limitation:

- (a) the supply of utilities, including, without limitation, water, sewer, telephone, cable, electricity and gas;
- (b) the types of infrastructure and public amenities on the Campus referred to in the definition of Services Levy;
- (c) upgrades to such infrastructure and public amenities as may be required from time to time on lands off the Campus, to permit development on the Campus to proceed;
- (d) such other types of infrastructure and public amenities as municipalities, generally, provide or may come to provide during the Term; and
- (e) a stabilization fund which may be created by the Municipal Authority Having Jurisdiction or other Taxing Authority if they decide that it would be prudent to do so, for the purpose of enabling the Municipal Authority Having Jurisdiction or other Taxing Authority to have sufficient funds in reserve to enable the Municipal Authority Having Jurisdiction or other Taxing Authority to pay for infrastructure and public amenities should there be a shift in the ratio from time to time of the municipal general and debt tax rate of the City of Vancouver levied on the commercial property class used for businesses pursuant to the Vancouver Charter to the Provincial rural service rate levied on the commercial property class used for businesses pursuant to the *Taxation (Rural Area) Act* as amended from time to time, or any legislation substituted therefor.

It is understood and agreed that notwithstanding anything set out in this Lease, it is the intention that the overall level of taxation on the Property and Shopping Centre, will be approximately equal to the overall level of taxation on lands and buildings situate in the



City of Vancouver having an assessed value equal to the assessed value of the Property and Shopping Centre, and that if the City of Vancouver is charging separately for services, whether or not they were formerly included in the real estate taxes, or charging for new services, then the Municipal Authority Having Jurisdiction may also charge separately for such services, or charge for new services, to the effect that there will be no significant difference in the total costs for taxes and services of similarly assessed properties whether located within the City of Vancouver or within the Campus. To the extent that the Landlord does not recover the cost of providing a service in any separate charge that is made therefor, the Landlord may recover the balance from the Services Levy collections.

#### 12.5 **Value Added Tax**

The Tenant shall pay to the Landlord an amount equal to all goods and services taxes, sales taxes, value added taxes, business taxes, or any other taxes imposed with respect to Rental payable by the Tenant to the Landlord under this Lease, or in respect of the rental of space under this Lease, whether characterized as a goods and services tax, sales tax, value added tax, business transfer tax, harmonized sales tax or otherwise ("**Sales Taxes**"), it being the intention of the parties that the Landlord shall be fully reimbursed by the Tenant with respect to any and all Sales Taxes at the full tax rate applicable from time to time in respect of the Rental or the rental of space. The amount of sales taxes so payable by the Tenant shall be calculated by the Landlord in accordance with the applicable legislation and shall be paid to the Landlord at such time or times as the Landlord from time to time determines. The Landlord shall have all of the same remedies for and recovery of Sales Taxes as it has for recovery of Rental under this Lease.

### 13. **EXCLUSION OF LIABILITY AND INDEMNITY**

#### 13.1 **Exclusion of Liability**

##### (a) Tenant's Property

The Landlord, its agents, servants, and employees shall not be liable for damage or injury to any property of the Tenant which is entrusted to the care or control of the Landlord, its agents, servants, or employees and this waiver shall extend to UBC in its capacity as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction.

##### (b) Personal or Consequential Damages

The Landlord, its agents, servants, and employees and UBC in its capacity as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction, shall not be liable nor responsible in any way for any personal or consequential injury of any nature whatsoever, including death, that may be suffered or sustained by the Tenant or any employee, agent, customer, invitee, or licensee of the Tenant or any other person who may be upon the Shopping Centre, or for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while such property is in the Shopping Centre, and in particular neither the Landlord nor UBC in its capacity as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction, shall be liable for any

damages of any nature whatsoever to any such person or property caused by the failure, by reason of a breakdown or other cause, to supply adequate drainage, electricity, or snow or ice removal, or by reason of the interruption of any public utility or service, any interruption in the heating, ventilating, and air-conditioning system, or if steam, water, rain, or snow leaks into, issues, or flows from any part of the Shopping Centre, or from the water, steam, sprinkler, or drainage pipes or plumbing works, or from any other place or quarter, or for any damage caused by anything done or omitted to be done by any tenant, but the Landlord shall use all reasonable diligence to remedy such condition, failure, or interruption of service when not directly or indirectly attributable to the Tenant, after receiving notice thereof, when it is within its power and obligation so to do. The Tenant shall not be entitled to any abatement of Rental in respect of any such condition, failure, or interruption of service and this waiver shall extend to UBC as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction.

(c) **Landlord Entering Premises**

Neither the Landlord nor its agents, servants, employees, or contractors shall be liable for any damage suffered to the Premises or the contents thereof by reason of the Landlord, its agents, employees, or contractors entering upon the Premises to examine them or to carry out any work or in the case of any emergency and this waiver shall extend to UBC as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction.

**13.2 Indemnification**

The Tenant will indemnify and save harmless the Landlord and UBC in its capacity as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction, against and from any and all claims, including without limitation all claims for personal injury or property damage arising from the tenancy granted by this Lease or from any default by the Tenant in the observance or performance of any of its covenants and agreements or from any act, or omission of the Tenant or any employee, agent, customer, invitee, or licensee of the Tenant, and against, and from all costs, legal and other fees, expenses, and liabilities incurred in respect of any such claim or any action or proceeding brought, and this indemnity shall survive the expiration or sooner determination of the Term and this waiver shall extend to UBC as head landlord under the Head Lease and also in its capacity as the Municipal Authority Having Jurisdiction.

**14. LANDLORD'S RIGHTS AND REMEDIES**

**14.1 Default**

If and whenever the Rental, or any part thereof, shall not be paid on the day appointed for payment thereof, whether demanded or not, or in the case of breach or non-observance or non-performance of any of the covenants, agreements, provisos, conditions, or the Landlord's Rules and Regulations on the part of the Tenant to be kept, observed, or performed, or in case the Premises shall be vacated or remain unoccupied for five days, or if, without the written consent of the Landlord, the Premises shall be used by any person other than the Tenant, or for any purpose other than that for which they were let, or in case the Term shall be taken in execution or attachment for any cause whatever, then and in every such case it shall be lawful for the Landlord at any

time thereafter to enter into and upon the Premises or any part thereof in the name of the whole and to repossess the Premises, notwithstanding anything contained in this Lease to the contrary. Whenever the Landlord shall be entitled to re-enter the Premises it may, at its option and without limiting its other remedies, terminate the Lease, reserving a right to claim all costs (on a solicitor and client basis), losses, damages, and expenses arising from the Tenant's breach.

#### 14.2 **Bankruptcy**

If, during the Term, any of the goods or chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant, or if a receiver or receiver-manager is appointed in respect of any property of the Tenant or the Tenant shall make any assignment for the benefit of creditors or shall make any bulk sale or become bankrupt or insolvent or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, or if the Tenant receives from any of its secured creditors a notice under any legislation from benefit of insolvent debtors, including without limitation the *Companies Creditors Arrangements Act* as amended from time to time, or any legislation substituted therefor advising the Tenant that the secured creditor intends to realize upon security located at the Premises, or if the Tenant is a corporation and any order shall be made for the winding-up of the Tenant or other termination of the corporate existence of the Tenant, then in any such case at the option of the Landlord this Lease shall cease and determine and the Term shall immediately become forfeited and void and the then-current month's Rental and the next ensuing three months' Rental shall immediately become due and be paid together with any arrears then unpaid and any other amounts owing to the Landlord by the Tenant, and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Premises and become the owner of and remove the Tenant's effects therefrom, notwithstanding, any statute or law to the contrary and without prejudice to all other rights, remedies, and recourses of the Landlord.

#### 14.3 **Payment of Landlord's Expenses**

If at any time an action is brought or the Landlord is otherwise required to employ the services of a bailiff, an agent, or its solicitors for recovery of possession of the Premises, recovery of Rental or any part thereof, or because of a breach by act or omission of any of the Tenant's covenants, the Tenant shall pay to the Landlord all expenses incurred by the Landlord in the enforcement of its rights and remedies under this Lease (including the Landlord's administrative costs) together with interest thereon at the rate specified in Section 14.6 from the date such expenses are incurred until paid, whether or not any formal proceedings in or before any court, arbitrator, or other tribunal shall have been initiated.

#### 14.4 **Right of Landlord to Re-Let**

If the Premises shall be deserted or vacated or the Tenant is not carrying on business in the Premises, the Landlord may enter them as the agent of the Tenant either by force or otherwise, without being liable to any prosecution therefor and without terminating this Lease, to make such alterations and repairs as in the Landlord's opinion are necessary to facilitate a re-letting of the Premises, and to re-let the Premises as the agent of and at risk of the Tenant and to receive the Rental therefor. Upon each such re-letting, all Rental received by the Landlord from such re-letting shall be applied: first, to the payment of any indebtedness other than Rental due under this Lease from the Tenant to

the Landlord; second, to the payment of any costs and expenses of such re-letting, including brokerage and solicitor's fees, and of costs of any alterations and repairs; and third, to the payment of Rental due and unpaid under this Lease. The residue, if any, shall be held by the Landlord and applied in payment of future Rental as such Rental becomes due and payable under this Lease. If such Rental received from such re-letting during any month is less than that to be paid during that month by the Tenant under this Lease, the Tenant shall pay any such deficiency, which shall be calculated and paid monthly in advance on or before the first day of each and every month. No such re-entry or taking possession of the Premises by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to the Tenant.

#### **14.5 Right of Landlord to Perform Tenant's Covenants**

If at any time the Tenant defaults in the observance or performance of any of its covenants or agreements, the Landlord may, without waiving or releasing the Tenant from its obligations under this Lease, itself observe and perform the covenant or agreement which the Tenant has failed to observe or perform, including making payments which the Tenant has failed to make, and all costs and expenses incurred by the Landlord in the observance or performance of such covenant or covenants including legal costs as between solicitor and own client, and any moneys so paid by the Landlord will bear interest at the rate specified in Section 14.6 from the date such moneys are paid until repaid by the Tenant to the Landlord and shall be a charge on the Premises in favour of the Landlord in priority to the interest of the Tenant under this Lease and of any person claiming through or under the Tenant, and all such costs, expenses, and moneys and interest thereon shall be payable forthwith by the Tenant to the Landlord, and they shall be treated as Additional Rental due and payable to the Landlord, and the Landlord shall have the same rights and remedies and may take the same steps for recovery thereof as for the recovery of Additional Rental in arrears. If the Tenant shall in good faith dispute the amount or propriety of any such claim made upon it and if in the Landlord's opinion forfeiture of or the registration of a lien against the Property will not result from non-payment, then the Landlord shall not pay them until such dispute has been resolved either by agreement of the Tenant or by the decision of a competent authority, and then only if the Tenant has failed for 10 days or more to pay them.

#### **14.6 Interest**

The Tenant shall pay to the Landlord interest at the rate equal to 3% per annum above the Prime Rate on all payments of Rental which have become overdue so long as such payments remain unpaid.

#### **14.7 Right of Landlord to Seize**

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, the Landlord may seize and sell (either by public or private sale) all of the Tenant's goods and property which at any time have been located within the Premises, and apply the proceeds of such sale to any outstanding Rental and to the costs of the seizure and sale in the same manner as might have been done if such law had not been passed. If the Tenant leaves the Premises, and any Rental remains unpaid, the Landlord, in addition to any remedy otherwise provided by law, may follow, seize, and sell such goods and property of the Tenant at any place to which the Tenant or any other

person may have removed them, in the same manner as if such goods and property had remained upon the Premises.

**14.8 Non-Waiver**

No condoning, excusing, or overlooking by the Landlord or Tenant of any default, breach, or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant or agreement contained in this Lease shall waive the Landlord's or the Tenant's rights under this Lease in respect of any continuing or subsequent default, breach, or non-observance, or so as to defeat or affect in any way the rights of the Landlord or the Tenant described in this Lease with respect any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

**14.9 Bankruptcy and Insolvency Act**

The Tenant will not under any circumstances file any notice of termination or disclaimer seeking to take advantage of the *Bankruptcy and Insolvency Act*, as amended from time to time, or any legislation substituted therefor, and waives any and all rights to do so. If, in breach of this Section, the Tenant files such a notice, the Landlord may, in addition to all of its other remedies, produce and rely on this Section in challenging the validity of the notice in the court proceedings contemplated by the Bankruptcy and Insolvency Act as amended from time to time, or any legislation substituted therefor, and the Landlord may, in those or any other proceedings, apply for injunctive or other relief against the Tenant filing the notice.

**14.10 Remedies Cumulative**

All rights and remedies of the Landlord in this Lease are cumulative and not alternative.

**15. MORTGAGES AND ASSIGNMENTS BY LANDLORD**

**15.1 Sale or Financing of Shopping Centre**

The rights of the Landlord or UBC under this Lease or the Head Lease may be mortgaged, charged, transferred, or assigned at any time and from time to time to a purchaser or to a mortgagee or trustee for bond holders, and if there is a sale or default by the Landlord or UBC under any mortgage, trust deed, or trust indenture and the purchaser, mortgagee, or trustee, as the case may be, duly enters into possession of the Shopping Centre or the Property or the Premises or the Head Lease, the Tenant shall attorn to and become the tenant or subtenant of such purchaser, mortgagee, or trustee under the terms of this Lease if required by the Landlord or UBC. The Tenant shall, at the request of the Landlord or UBC, provide a written acknowledgement of receipt of a notice of assignment by the Landlord or UBC.

**15.2 Subordination**

This Lease is subject and subordinate to all mortgages, trust deeds, or trust indentures which may now or at any time hereafter affect in whole or in part the Premises or the Shopping Centre or the Property and whether or not any such mortgage, trust deed, or trust indenture shall affect only the Premises or the Shopping Centre or the Property or shall be a blanket mortgage, trust deed or trust indenture affecting other lands and

premises as well. This Lease shall also be subject and subordinate to all renewals, modifications, consolidations, replacements, and extensions of any such mortgage, trust deed, or trust indenture. The Tenant shall execute promptly upon request by the Landlord or UBC any certificate, instruments of postponement or attornment, or other instruments which may from time to time be requested to give effect to such subordination or agreement to attorn but only if the mortgagee or trustee agrees to permit the Tenant to continue in occupation of the Premises until this Lease is terminated. The Tenant irrevocably appoints the Landlord as the attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the name of the Tenant.

### 15.3 **Estoppel Certificate**

If the Landlord or UBC requests the Tenant to provide an estoppel certificate upon any sale, assignment, lease, or mortgage of the Premises or the Property or the Shopping Centre or Head Lease or any interest therein, the Tenant shall deliver, in a form supplied by the Landlord or UBC, an estoppel certificate to any proposed mortgagee, assignee, lessee, or purchaser, or to the Landlord or UBC, within 10 days of a written request for such certificate, stating:

- (a) that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements, or if this Lease is not in full force and effect, the certificate shall so state;
- (b) the Commencement Date of Term;
- (c) the Commencement Date of Rental Payment and the date to which Rental has been paid under this Lease;
- (d) whether or not there is any existing default by the Tenant in the payment of any Rental and whether or not there is any other existing or alleged default by either party under this Lease, and if there is any such default, specifying the nature and extent thereof;
- (e) whether there are any set-offs, defences, or counter-claims against enforcement of the obligations to be performed by the Tenant under this Lease;
- (f) with reasonable particularity, details respecting the Tenant's and any indemnifier's financial standing and corporate organization; and
- (g) with reasonable particularity, any other details reasonably requested by the Landlord or UBC.

### 15.4 **Assignment By Landlord**

The Landlord or UBC may undertake a sale or lease or assignment or other dealing in the Shopping Centre or the Property or the Head Lease or a portion thereof including the Premises, and to the extent that such purchaser, lessee under such lease, or assignee has assumed the covenants and obligations of the Landlord under this Lease, the Landlord shall, without further written agreement, be released from liability for such covenants and obligations.

If the Landlord or UBC transfers only the Property or if applicable the Head Lease or a portion thereof, all references to the Shopping Centre, to the extent the Shopping Centre is not as well transferred as part of the same transaction, shall be modified in this Lease to reflect that the transferee will have no interest in the transferred portion with the intent that the Property will thereafter be treated for all purposes under this Lease as a site separate and apart from the transferred portion, and the Tenant will sign a modification of this Lease if required by the Landlord or any transferee to reflect, acting reasonably, any such changes.

**15.5 Re-Survey**

If the Property or Shopping Centre is re-surveyed or amended upon completion of construction, expansion, or alteration or addition or deletion to the Building or other buildings on the Shopping Centre or the Property or the Shopping Centre or the lands related thereto, and if a new subdivision plan of the Property or Shopping Centre is filed in the appropriate land title office, the Tenant, if required, will execute and deliver all necessary plans and amendments to this Lease or the Schedules hereto and will upon the request of the Landlord and at the cost and expense of the Landlord execute all such further acts, deeds, and assurances as may be required by the Landlord.

**16. OVERHOLDING TENANT**

**16.1 Overholding Tenant**

If the Tenant remains in possession of the Premises after the end of the Term and without the execution and delivery of a new lease, there shall be no tacit renewal of this Lease or the Term, and the Tenant shall be deemed to be occupying the Premises as a tenant from month to month, at a monthly rent payable in advance on the first day of each month equal to the sum of:

- (a) two times the Minimum Rental payable during the last 12 months of the Term;  
and
- (b) the Additional Rental, payable under this Lease during the last 12 months of the Term;

and otherwise on the same terms, conditions, and provisos as are set out in this Lease to the extent that they are applicable to a monthly tenancy.

**17. QUIET ENJOYMENT**

**17.1 Quiet Enjoyment**

If the Tenant pays the Rental and performs its covenants and agreements as required by this Lease, it may, subject to the terms of this Lease, peaceably possess and enjoy the Premises for the Term without any interruption or disturbance from the Landlord or any person claiming under it.

However, in no event shall the Tenant receive an abatement or discount in Rental because of construction occurring on, or in proximity to, the Property or Shopping Centre.

## **18. LEGAL RELATIONSHIP**

### **18.1 No Partnership**

It is understood and agreed that nothing contained in this Lease nor any act of the parties shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

### **18.2 Several Tenants**

Should the Tenant comprise two or more persons, each of them shall be jointly and severally bound with the other or others for the due performance of the obligations of the Tenant under this Lease. References to the Landlord and the Tenant shall be read with such changes in gender as may be appropriate and, when appropriate, the singular shall mean the plural and vice-versa.

### **18.3 Successors and Assigns**

Subject to the provisions of this Lease respecting assignment, this Lease shall enure to the benefit of and be binding upon the Landlord, its successors and assigns, and the heirs, executors, administrators, and other personal legal representatives, successors, and permitted assigns of the Tenant.

## **19. NOTICE**

Any notice, demand, request, consent, or objection required or contemplated to be given or made by any provision of the Lease shall be given or made in writing and either delivered personally or sent by facsimile addressed to the Landlord at the address for the Landlord set out on the first page of this lease with a copy to the Landlord's Agent described in the Summary of Basic Lease Provisions or addressed to the Tenant at the address referred to in the Summary of Basic Lease Provisions or to such other address and facsimile number in Canada that either party may from time to time notify the other in writing. The time of giving or making such notice, demand, request, consent, or objection shall be, if delivered, when delivered or, if facsimile transmission, when sent. If in this Lease two or more persons are named as Tenant, such notice, demand, request, consent, or objection shall be sufficiently given or made if and when given to any one of such persons.

## **20. GENERAL CONDITIONS**

### **20.1 Garbage, Debris**

The Premises shall be kept by the Tenant in a clean, tidy, and sanitary condition and free from rodents, vermin, and the like, and no debris, garbage, trash, or refuse shall be placed or left on any part of the Shopping Centre, but shall be deposited by the Tenant in areas and at times and in a manner designated by the Landlord from time to time. If any of these items are perishable, they shall be kept in a properly refrigerated area provided at the cost of the Tenant. The Tenant shall pay any costs for removal of such items additional to the removal service provided by the Landlord or by the Municipal Authority Having Jurisdiction. If such costs are billed to and paid by the Landlord, the Tenant shall pay such costs to the Landlord on demand together with an administration fee equal to 15% of the total of such costs.



## 20.2 Environmental Matters

The Tenant shall not use the Premises or permit any activities thereon, to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process any Hazardous Substances or pollutants or special wastes whatsoever, unless as specifically permitted in writing by the Landlord. The Tenant shall treat all Hazardous Substances, pollutants wastes and other materials and substances disposed of, in compliance with all appropriate laws, regulations and orders. The Landlord may conduct, or have conducted, an environmental assessment of the Premises. If such an assessment indicates the presence (or previous and/or continuing release) of any Hazardous Substances or pollution, the Tenant shall undertake at its own expense remediation work that complies with the applicable or relevant and appropriate requirements of all federal, provincial, municipal and local laws. The Tenant indemnifies and saves harmless the Landlord from any damage whatsoever caused by such Hazardous Substances or polluting materials brought onto the Premises, Building or Shopping Centre by the Tenant or those for whom the Tenant is responsible.

## 20.3 Compliance With Laws

The Tenant shall comply with and abide by all municipal, federal, provincial and other applicable laws, bylaws, rules, regulations, ordinances, orders, and requirements, including UBC's Rules and Regulations, in connection with the Premises, and all equipment, machinery, and other facilities therein, and the Tenant's use, occupation, condition, maintenance, alterations, and repairs thereof, and the Tenant's use, storage, disposal, and clean-up of Hazardous Substances, whether or not in force at the date of this Lease and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officers of the Municipal Authority Having Jurisdiction or other agencies, whether municipal, federal, or provincial, having jurisdiction, or the insurers of the Landlord. If the Tenant fails to comply with the foregoing provisions, the Landlord may comply on behalf of the Tenant and collect the expense for such work from the Tenant in the same manner as arrears of Additional Rental.

## 20.4 Rules and Regulations

- (a) Landlord's Rules and Regulations: The Tenant will abide by any and all rules and regulations which may from time to time be established by the Landlord for the Building, Property or the Shopping Centre (the "**Landlord's Rules and Regulations**"). The rules and regulations set forth in Schedule F shall be the Landlord's Rules and Regulations in force until amended by the Landlord. The Landlord shall not be responsible to the Tenant for the non-observance or violation by any other tenant of the Landlord's Rules and Regulations.
- (b) UBC's Rules and Regulations: The Tenant covenants with the Landlord that, notwithstanding any other provision of this Lease to the contrary, throughout the Term the Tenant will comply with all provisions of law including, without limitation, municipal, regional, provincial and federal legislative enactments including, without limitation, all police, fire and sanitary regulations, zoning and building by laws, and any municipal, regional, provincial, federal, other governmental regulations or regulations of The University of British Columbia, including, without limitation, UBC's Rules and Regulations. The Landlord shall not be responsible to

the Tenant for the non-observance or violation by any other tenant of UBC's Rules and Regulations.

20.5 **Apportionment of Rent**

If this Lease is terminated prior to the end of the Term, then without prejudice to any other rights of the Landlord, the Rental shall be apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; provided that, and notwithstanding such termination, if at the date of such termination the actual amount of the Rental cannot be exactly ascertained, the Tenant shall pay to the Landlord the amount of the Rental as estimated by the Landlord and forthwith upon the exact amount of such sum being ascertained, the Landlord and the Tenant shall make any required readjustments.

20.6 **Relocation of Premises**

The Landlord may alter the configuration of the Premises or change the location of the Premises if such alteration or relocation is necessary, in the opinion of the Landlord, for the efficient operation of the Property or Shopping Centre and will not materially and adversely affect the business of the Tenant carried on from the Premises, provided the Tenant is reimbursed for all out-of-pocket costs actually incurred relating to such alteration or relocation.

20.7 **Energy Conservation**

- (a) The Tenant will:
  - (i) cooperate with the Landlord in the conservation of all forms of energy in the Property and Shopping Centre, including the Premises;
  - (ii) comply with all laws, bylaws, regulations, and orders relating to the conservation of energy and affecting the Premises or the Property or Shopping Centre; and
  - (iii) at its own cost and expense comply with all reasonable requests and demands of the Landlord made with a view to such energy conservation, provided that such requests are made in accordance with good management practice and would be made by a prudent owner of like property of like age.
- (b) All costs and expenses paid or incurred by the Landlord in complying with such laws, bylaws, regulations, and orders shall be included in the Common Area Maintenance Cost.
- (c) The Landlord shall not be liable to the Tenant in any way for any loss, costs, damages, or expenses, whether direct or consequential, paid, suffered, or incurred by the Tenant as a result of any reduction in the services provided by the Landlord to the Tenant or to the Building as a result of the Landlord's compliance with such laws, bylaws, regulations, or orders.

## **21. TENANT TRANSFERS**

### **21.1 Tenant Transfer**

The Tenant shall not be entitled to assign or sublet or otherwise part with possession (the "**Transfer**") of all or any part of the Premises, without the prior written consent of the Landlord which consent may be unreasonably withheld.

### **21.2 Minimum Rental to Increase**

If the Tenant obtains the written consent of the Landlord to a Transfer, the Landlord may amend this Lease as of the date of such Transfer to provide that the Minimum Rental payable under the Lease, shall at the effective date of the Transfer be the greater of: (i) the then fair market net rental for the Premises as determined by Landlord taking into account the then actual rental rates for comparable, improved retail premises within the Shopping Centre and within similar types of shopping centres (if any) within a comparable trading area, or (ii) the average of the aggregate of Minimum Rental paid or payable by Tenant for the two (2) calendar years immediately preceding the date of the Transfer (hereinafter called the "Transfer Date"), or, if less than two (2) calendar years have elapsed from the Commencement Date of Term to the Transfer Date, or there has been an abatement of rent during the said two (2) calendar years, the Minimum Rental payable by the transferee, or Tenant in the case of a sublease or licence will be increased to be equal to the product obtained by multiplying 365 by the average daily Minimum Rental paid or payable during the period in question (excluding from such calculations, all rental and all days during which there has been an abatement of rent); provided that Tenant and transferee will not be thereby relieved from paying any greater Minimum Rental as may be otherwise specified in this Lease.

### **21.3 Change of Control of Tenant**

A change in control of the Tenant shall be deemed a transfer which requires the written consent of the Landlord. If the Tenant is a private corporation or is not a reporting corporation and if by the sale, encumbering, or other disposition of its securities the control or the beneficial ownership of the Tenant is changed at any time during the Term, the Landlord may, at its option, cancel this Lease and the Term granted by this Lease, unless it consents to such change of control.

### **21.4 No Release**

Notwithstanding any Transfer, the Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

### **21.5 Excess Rental**

No Transfer shall be made or proposed if the Rental or other consideration to be received by the Tenant from the Transferee exceeds that stipulated in this Lease as being payable by the Tenant to the Landlord, unless the Tenant undertakes to pay such excess to the Landlord.

**21.6 Operation of Law**

The prohibition against a Transfer, without the consent required by this Article, shall be construed to include a prohibition against:

- (a) any Transfer by operation of law; and
- (b) a mortgage of this Lease by the Tenant either by way of assignment or sublease and in such event, the provisions of this Article shall, mutatis mutandis, apply to such mortgage.

**21.7 No Waiver**

The consent by the Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer.

**21.8 Consent Extinguished**

The right to enter into a Transfer by the Tenant shall extinguish upon the first consent by the Landlord. The Transferee or occupant shall have no further right to assign the Lease or sublet the whole or any part of the sublet premises.

**22. EXPROPRIATION**

**22.1 Expropriation**

The Landlord and Tenant shall co-operate in respect of any "public taking" of the Premises or any part thereof so that each of them may receive the maximum award to which respectively they are entitled in law. In this Section, the words "public taking" shall include expropriation and condemnation and shall include a sale by the Landlord to an authority with powers of expropriation, condemnation, or taking in lieu of or under the threat of expropriation, condemnation, or taking.

**23. LANDLORD'S LIABILITY**

**23.1 Landlord's Liability**

If the Landlord consists of more than one entity, the liability under this Lease of each of the entities comprising the Landlord shall, in every case, be several and not either joint or joint and several and shall be limited to liability for a portion of the total liability equal to the respective ownership proportions of each entity from time to time.

**24. MISCELLANEOUS**

**24.1 No Offer**

The Landlord shall not be deemed to have made an offer to the Tenant by furnishing to the Tenant a copy of this Lease with particulars inserted. Notwithstanding that Rental may be received by the Landlord, no contractual or other rights shall exist or be created between the Landlord and Tenant until all parties to this Lease have executed and delivered it.

**24.2 Management of Shopping Centre**

The Landlord may appoint a manager or agent for the Shopping Centre or Property and upon notice to the Tenant of any such appointment, such manager or agent shall be the person at the Shopping Centre authorized to deal with the Tenant. Until further notice the agent referred to in the Summary of Basic Lease Provisions shall be the agent for the Landlord.

**24.3 Showing Premises**

The Landlord may at any time within 180 days before the end of the Term or earlier termination thereof enter the Premises and bring others at all reasonable hours for the purpose of offering them for rent.

**24.4 Time of the Essence**

Time shall be of the essence in this Lease.

**24.5 Captions**

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

**24.6 Governing Law**

This Lease shall be construed and governed by the laws of the province of British Columbia and the laws of Canada which are applicable therein, and the Tenant shall attorn to the jurisdiction of the courts of British Columbia.

**24.7 Covenants**

All of the provisions of this Lease shall be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section.

**24.8 Survival of Covenants**

All obligations of the Tenant which by their nature require all or part of their performance or fulfilment after the expiry or termination of the Lease shall (whether specifically provided for in this Lease or not) survive the expiry or termination of the Lease.

**24.9 Severability**

Should any provision or provisions of this Lease or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from this Lease, and its remaining provisions and conditions shall remain in force and be binding upon the parties as though such provision or provisions or conditions had never been included.

**24.10 Entire Agreement**

The Tenant acknowledges that there have been no representations made by the Landlord which are not set out in this Lease, that the plans attached as Schedules set forth the general layout of the Property and Building and Shopping Centre and the

adjoining lands and buildings and shall not be deemed to be a representation or agreement of the Landlord that the Property or Shopping Centre and the adjoining lands and buildings will be exactly as indicated on such plans, and that nothing contained in this Lease shall be construed so as to prevent the Landlord or UBC from adding additional lands to the Property or Shopping Centre which upon such addition shall be included in the definition of "**Shopping Centre**" or "**Property**" as applicable. The Landlord or UBC may transfer, add to or dispose of portions of the Property or Shopping Centre or dedicate or transfer to or from the Municipal Authority Having Jurisdiction or government authorities lands for road widening and other purposes and when and so often as the Landlord or UBC shall transfer, add to, dispose of or dedicate any portion of the Property or Shopping Centre, then the reference in this Lease to "**Shopping Centre**" or "**Property**" as appropriate shall if so determined by the Landlord in its sole discretion, mean and refer to the portion of the Shopping Centre or Property remaining after any such transfer, addition to, disposition, or dedication together with any adjacent land which may be acquired by the Landlord or UBC on any such transfer, addition to, disposition, or dedication.

This Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing duly signed by the Landlord and the Tenant.

#### 24.11 **Net Lease**

This Lease shall be a completely carefree net lease for the Landlord except as shall be otherwise provided in the specific provisions contained in this Lease, and the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the Premises, Property and Shopping Centre, and the Tenant, except as otherwise provided in the specific provisions of this Lease, shall pay all, or a proportionate part of, as the case may be, charges, impositions, and costs of every nature and kind relating to the Premises, Property and Shopping Centre whether or not referred to in this Lease and whether or not within the contemplation of the Landlord and the Tenant.

#### 24.12 **Registration of Tenant**

If at any time during the Term the Tenant is or becomes a corporation which, under the laws of the province of British Columbia, is required to be registered or extra-provincially registered, as the case may be, under the *Business Corporations Act*, as amended from time to time, or any legislation substituted therefor or any other legislation in order to carry on business in the province of British Columbia in the manner contemplated by this Lease, or to hold the leasehold interest granted by this Lease throughout the Term, the Tenant shall obtain such registration as is required and shall promptly and at its sole cost and expense take all steps necessary to maintain such registration in good standing throughout the Term. The Tenant shall from time to time, at the request of the Landlord, provide the Landlord with evidence satisfactory to the Landlord and its solicitors of the status and the particulars of any such registration, or the basis on which the Tenant is not obligated to be registered.

#### 24.13 **Registration of Lease**

The Landlord shall not be required to provide a copy of this Lease in a form that is registrable against title to the Property at the Land Title Office, and the Tenant agrees

not to register this Lease against title to the Property at the Land Title Office except in accordance with the terms of this Section.

If the Landlord requires this Lease to be registered, whether or not in priority to any mortgage, trust deed, or trust indenture which may now or any time hereafter affect in whole or in part the Premises or the Shopping Centre, and whether or not any such mortgage, trust deed, or trust indenture shall affect only the Premises or the Shopping Centre or shall be a blanket mortgage, trust deed, or trust indenture affecting other lands and premises as well, the Tenant shall execute promptly upon request by the Landlord any certificate, tripartite agreement, or other instrument which may from time to time be requested, to give effect thereto. The Tenant irrevocably appoints the Landlord as attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the name of the Tenant. The Landlord is not otherwise required to deliver this Lease in registrable form and the Tenant covenants not to register this lease or any notice thereof in any office of public record.

**24.14 Investment Canada Act**

The Tenant represents and warrants that it is not a non-Canadian within the meaning of the *Investment Canada Act*, as amended from time to time, or any legislation substituted therefor or that it has or shall have prior to the Commencement Date of Term complied with all requirements of the *Investment Canada Act* as amended from time to time, or any legislation substituted therefor which may be applicable to the business which the Tenant shall carry on from the Premises.

**24.15 Power and Authority to Enter Into Lease**

The Tenant and Landlord each represents, warrants, and covenants to the other that it has the power and authority to enter into this Lease.

**24.16 Obligation to Act Reasonably**

No consent required of the Landlord or Tenant hereunder will be unreasonably delayed or withheld, unless otherwise specified in this Lease. The Landlord and Tenant shall, at all times, act reasonably in the exercise of their rights hereunder.

**25. LABOUR DISPUTES**

**25.1 Labour Obligations**

The Landlord and the Tenant covenant to cooperate with each other in minimizing the effect of any labour dispute which either party may have upon the operations of the other party or UBC. The Landlord and the Tenant each covenant that in the event of a labour dispute the party hereto involved in such dispute shall take all appropriate steps to protect the party hereto not involved in the dispute or UBC from the interference with its operations caused by the dispute and without limiting the generality of the foregoing to eliminate picketing which may cause such interference. Such steps shall be taken at the expense of the party involved in the dispute and the non-involved party shall have the right to retain counsel at its own expense to recommend to the party involved in the dispute appropriate action to protect the party not involved. In the event of such recommendation, the party involved shall give due consideration to the recommendation of counsel for the party not involved. This clause shall not be construed to require a party involved in a dispute to meet the demands of any party with whom it has the


dispute. Neither the Landlord nor the Tenant shall bring action against, or claim damages or compensation from the other for any loss, cost, expense or liability suffered as a result of a labour dispute other than in respect of a breach of the covenant contained in this clause

*[remainder of page intentionally left blank; signatures are on the next page]*



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS LEASE:

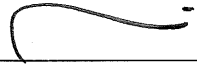
**UBC PROPERTIES INVESTMENTS LTD.,  
AS TRUSTEE FOR UBC PROPERTIES  
TRUST**, by its authorized signatories:

  
\_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

\_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

**UNIVERSITY NEIGHBOURHOODS  
ASSOCIATION**

by its authorized signatory(ies):

  
\_\_\_\_\_  
Sign Name

JOHANNE BLENNIN  
\_\_\_\_\_  
Print Name  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
Sign Name

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

This is the execution page of the Lease between UBC Properties Investments Ltd., as Landlord and University Neighbourhoods Association, as Tenant, dated for reference January 21, 2018, for premises located at Unit #202, 5923 Berton Avenue, Vancouver, BC, V6S 0B3.

## **SCHEDULE A**

### **DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK**

#### **A. BASIC BUILDING**

There is no Landlord's Work and the Tenant shall accept the Premises on an "as is" basis.

#### **B. PREMISES — WORK BY TENANT**

The Tenant shall provide and install at its expense all materials and work required to complete construction of the Premises (and not provided for as Landlord's Work in Sections A of this Schedule A, unless otherwise noted) in accordance with the Premises Drawing and Landlord-approved Tenant Plans and Specifications (both as defined in Schedule B).

The Tenant, at its cost, shall be responsible for all work and material necessary to construct and prepare the interior of the Premises for the Tenant's ongoing use of the Premises, excepting only the Landlord's Work. Without limitation the Tenant shall be responsible for installation and maintenance of the Tenant's telephones, and any computers and special communications equipment.

The Tenant shall be responsible for preparation of all space plan services with respect to its improvements. The Tenant shall submit to the Landlord working drawings of the proposed improvements, which drawings must be approved in accordance with section "A" of Schedule B, prior to the commencement of any work. The Tenant shall secure all necessary building permits and approvals required by the Landlord, the Municipal Authority Having Jurisdiction or any other authority having jurisdiction. Such permits must be secured before any work shall commence on the Premises. The Tenant shall also be responsible for making application for a certificate of occupancy as required by the Landlord, the Municipal Authority Having Jurisdiction or any other authority having jurisdiction as it applies to the improvements.

Without limiting the foregoing, the Tenant shall be responsible for:

- (a) all signage costs with respect to the Premises as the Landlord will provide the signage requested (as approved by the Landlord in accordance with the terms of this Lease), provided that the Tenant delivers to the Landlord the appropriate computer files of the Tenant's logo and/or company brand;
- (b) all Tenant leasehold improvements in the Premises;
- (c) all permits for all Tenant's Work;
- (d) hot water for the Premises; and
- (e) a domestic cold water connection from the connection point provided by the Landlord to the Premises.

## **SCHEDULE B**

### **PROCEDURE FOR TENANT'S WORK AND LANDLORD'S WORK**

#### **A. PROCEDURE FOR TENANT'S WORK**

##### **APPROVAL OF PLANS AND SPECIFICATIONS**

The Tenant shall prepare and submit to the Landlord for approval as soon as reasonably possible after receipt of the Premises Drawing referred to in Section B of this Schedule B, but in any event not later than 21 days (see Section B—Procedure for Landlord's Work) after receipt thereof, electronic copies of complete drawings and specifications, which shall be in imperial measurement and of uniform size and scale, relating to Tenant's Work and a detailed construction schedule showing anticipated dates for completion of and details of construction (the "**Tenant Plans and Specifications**"), including but not limited to details of:

- (1) storefront and show windows including elevations of exterior storefront and exterior signage;
- (2) identification signs designed in accordance with the criteria required under this Lease (including without limitation Sections 3.7 and 6.1(e) of this Lease), including sample materials;
- (3) electrical wiring;
- (4) plumbing;
- (5) sprinklers and other fire detection devices, if other than Landlord's Work;
- (6) heating, ventilating, and air-conditioning;
- (7) reflected ceiling plan;
- (8) underfloor electrical or mechanical (if any);
- (9) floor plans, elevations and complete interior finishing schedules; and
- (10) such other items of Tenant's Work and such other information as the Landlord may require.

Failure of the Tenant to provide the Tenant Plans and Specifications shall constitute a default by the Tenant under this Lease.

##### **TENANT PLANS AND SPECIFICATIONS**

Tenant Plans and Specifications shall:

- (1) include all plans, Sections, elevations, and details of architectural, electrical, mechanical, and plumbing work for which the Tenant is responsible, drawn to scale;
- (2) be approved in writing by the Landlord prior to the Tenant's Building Permit application to Campus and Community Planning and the commencement of Tenant's Work. Tenant Plans and Specifications as approved and any revisions thereto requested by the

Landlord must be undertaken by the Tenant diligently and expeditiously. If the Tenant fails to do so, the provisions of the Lease contained in Section B of this Schedule will apply as if the complete Tenant Plans and Specifications had not been provided by the Tenant within 21 days of delivery of the Tenant Package; and

- (3) be prepared, at the Tenant's expense, by qualified designers selected by the Tenant, save that the Tenant must engage the Architect or such other architectural firm as the Landlord may approve to prepare those portions of the Tenant Plans and Specifications dealing with the heating, ventilating, and air-conditioning system to be installed by the Tenant in the Premises, any alterations to the sprinkler system, and any structural change to the basic building.

### **COMMENCEMENT OF WORK**

Tenant's Work shall commence forthwith after the last to occur of approval by the Landlord of the Tenant Plans and Specifications or the date of delivery of possession of the Premises to the Tenant sufficiently complete to permit commencement of construction of the Tenant's Work (which date shall be established by the Landlord by written notice to the Tenant) and shall be completed before the expiry of the Fixturing Period, or in any event before the Commencement Date of Term.

Conditions Respecting Work—All work, including the Tenant's Work, undertaken by the Tenant within and about the Premises during the continuance of this Lease shall be governed by the following:

- (1) the Tenant shall, prior to the commencement of work, secure all required approvals and permits from the Municipal Authority Having Jurisdiction and any other authorities having jurisdiction thereover (including insurance underwriters) and shall submit satisfactory proof to the Landlord;
- (2) all work by the Tenant shall be completed in a good and workmanlike manner in accordance with the Tenant Plans and Specifications as approved by the Landlord, shall utilize new materials, and shall conform to all statutes, regulations, or bylaws of any municipal, provincial, or other authority. Mediocre or inferior materials and/or workmanship shall be replaced to the satisfaction of the Landlord. The cost of delays (to be determined by the Landlord) incurred by the Landlord's general contractor as a result of such replacements shall be paid by the Tenant to the Landlord;
- (3) all work shall be undertaken by contractors and sub-contractors pre-qualified by the Landlord from time to time, and in all other cases by contractors and sub-contractors approved by the Landlord. The Tenant shall not employ or permit the employment of any firm or persons unfit or unskilled in the work assigned to them or who will cause labour disputes or work stoppages among others performing work in the Shopping Centre. The Tenant shall require all such contractors and sub-contractors to effect adequate liability insurance to such limits as the Landlord shall stipulate and will produce evidence thereof satisfactory to the Landlord upon request;
- (4) the Tenant shall not impose or permit to be imposed upon the floor areas of the Premises a working load in excess of a live load of 100 pounds per square foot uniformly distributed;

- (5) suspended loads shall not be permitted save for those referred to in Schedule A without the prior written approval of the Architect;
- (6) the Tenant shall not permit any persons to enter on to any roof in the Shopping Centre or portions thereof or make any openings in any roof. If the Landlord permits any work by the Tenant respecting any roof, such work will be undertaken by the Landlord for the Tenant's account and payment therefor shall be made by the Tenant to the Landlord as set forth herein; and
- (7) the Tenant shall comply with any noise bylaw imposed by the Municipal Authority Having Jurisdiction and any other authorities having jurisdiction thereover.

#### **ITEMIZED LIST**

Any equipment or work other than that provided for under Tenant's Work which is to be supplied or performed by the Landlord for or at the request of the Tenant shall be paid for by the Tenant as set forth herein.

#### **CONDITION OF PREMISES**

The Tenant shall, during construction and merchandising, maintain the Premises in a clean and orderly condition, promptly removing unused construction materials, merchandise, shipping containers, equipment, all debris, and flammable material from the Property. During the construction, merchandising, and subsequent store operation the Tenant shall contain all construction materials, equipment, store fixtures, merchandise, shipping containers, and general debris within the Premises. Any service corridor and exterior of the basic building are to be kept clear of all Tenant's materials, equipment, and refuse at all times. These areas are to be used for access and egress only. The Tenant is to arrange for the supply of trash containers and their removal. The Landlord shall have the right to remove any Tenant construction materials, equipment, and merchandise from common areas, corridors, and the building exterior at the Tenant's expense without further notification at the Tenant's expense after the Landlord gives written notice or at a removal fee of \$100 a time.

#### **NO LOADING DOCK**

The Tenant acknowledges that there is no loading dock servicing either the Building or the Premises.

#### **SCREENS AND HOARDINGS**

Screens and hoardings shall be erected at the Tenant's expense around the work and the Premises, and all tools and materials shall be kept within these areas; and if the Property or Shopping Centre is open for business to the public, cutting, drilling, and other noisy work shall be limited to outside normal business hours.

#### **ACCESS BY LANDLORD**

The Landlord, Its employees, contractors, Architect and other professional advisers, and public utilities authorized by the Landlord or the Municipal Authority Having Jurisdiction may enter the Premises upon request to Tenant at all times for the performance of the Landlord's Work, the inspection or correction of the Tenant's Work and all other necessary purposes in connection with the construction and completion of the Premises, including without limitation, during the performance of the Tenant's Work and after the Commencement Date of Term.

## **B. PROCEDURE FOR LANDLORD'S WORK**

Upon execution of this Lease or any agreement to lease to which these Schedules are attached, the Landlord will provide to the Tenant an outline drawing or drawings of the Premises and Building and Shopping Centre where applicable (in this Lease called the "Premises Drawing") showing among other things the sprinkler layout, availability of electrical power and details of the heating, ventilating, and air-conditioning system, elevation plans, and complete sign criteria as required under this Lease (including without limitation, Sections 3.7 and 6.1(e) of this Lease).

If the Tenant Plans and Specifications and all revisions thereto requested by the Architect are not prepared and submitted to the Architect within the 21 day time period specified in the preceding Section of this Schedule, then the Landlord's Work shall be deemed complete 35 days after the expiry of such time period or upon completion of those parts of the Landlord's Work which can be completed independent of the Tenant Plans and Specifications as verified by the Architect's Certificate, whichever shall last occur. In no event shall the Landlord be responsible for the cost of any underfloor work or removal or replacement of the floor slabs.

### **Tenant Agreements with Architect or Consultant**

The Tenant may choose to have its work designed and/or supervised and/or installed by the Architect and/or other consultants and general contractor, and in such event the Tenant will enter into a separate agreement with the those parties, which agreement shall not in any way be considered as a part of this Lease. Neither the Landlords Architect, or other consultant or general contractor or the Tenant are under any obligation to enter into a contract if they do not so desire.

### **Extensions to Documents, Plans and Specifications**

If the Landlord or any consultant requires revisions to the Tenant Plans and Specifications prior to giving approval, such revisions are to be made by the Tenant within 15 days of receipt of notice from the Landlord.

### **Evidence of Insurance**

The Tenant shall provide the Landlord evidence of the construction insurance and comprehensive general liability insurance prior to commencement of Tenant's Work.

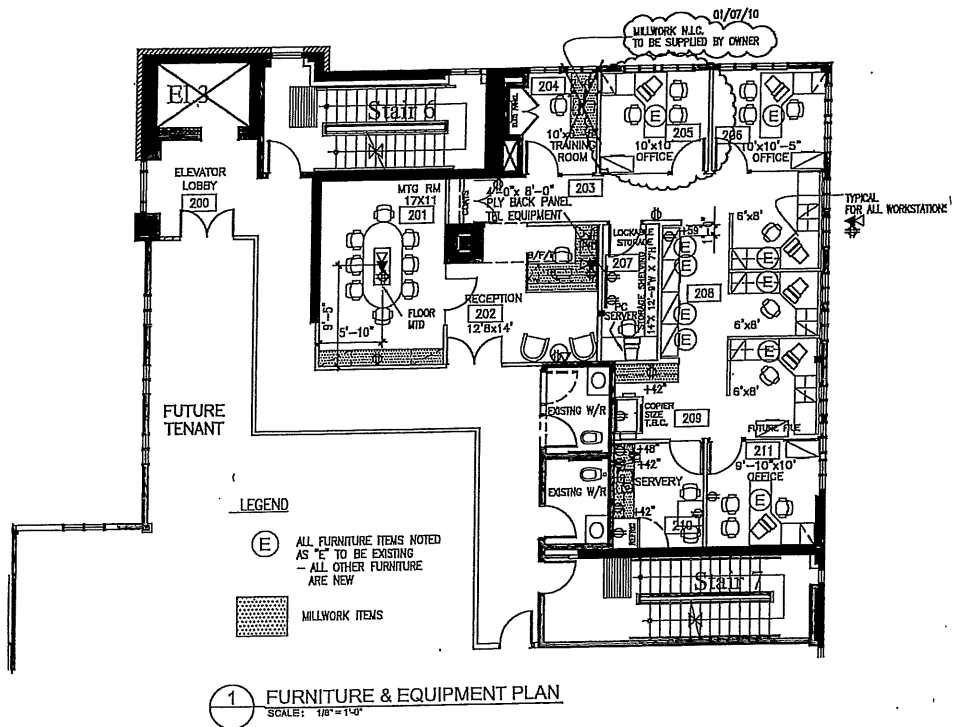
## **SCHEDULE C**

### **SIGN POLICY**

**Intentionally Deleted.**

# SCHEDULE D

## PLAN OF PREMISES





## **SCHEDULE E**

### **LEGAL DESCRIPTION OF PROPERTY**

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

## **SCHEDULE E—1**

### **LEGAL DESCRIPTION OF OTHER LANDS FORMING PART OF THE SHOPPING CENTRE**

PID 027-431-681 Lot B District Lot 6494 Group 1 NWD Plan BCP35352

PID 027-431-690 Lot C District Lot 6494 Group 1 NWD Plan BCP35352

PID 027-431-703 Lot D District Lot 6494 Group 1 NWD Plan BCP35352 (Now Strata Lot 107, Strata Plan EPS807)

PID 027-431-711 Lot E District Lot 6494 Group 1 NWD Plan BCP35352 except Plan EPP29484

PID 027-431-720 Lot F District Lot 6494 Group 1 NWD Plan BCP35352

PID 027-306-208 Parcel A District Lot 6494 Group 1 NWD Plan BCP33333 (Now Strata Lot 2, Leasehold Strata Plan BCS3867)

## **SCHEDULE F**

### **RULES AND REGULATIONS**

1. Sidewalks, entrances, passages, courts, elevator vestibules, stairways, corridors or halls shall not be obstructed or encumbered or used for any purpose other than ingress and egress.
2. No awnings or projections shall be attached to the outside walls of the Building except as permitted by the Landlord in writing in advance of installation. All curtains, blinds, shades, or screens attached to or hung in or used in connection with, any window or door shall be subject to the approval of the Landlord.
3. Sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels or other articles be placed on the window sills.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of the Landlord.
5. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein.
6. No occupant of the Building shall mark, paint, drill into, or in any way deface any part of the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord.
7. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Building.
8. Unseemly or disturbing noises or disturbance or interference with occupants of the Building or neighbouring buildings or premises or those having business with them whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way is not permitted. Nothing shall be thrown out of the doors, windows or skylights or down the passageways.
9. No locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in existing locks or the mechanism thereof.
10. Any lost key shall be replaced at the cost of the party requiring new keys.
11. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours which the Landlord or its agent may determine from time to time. The Landlord reserves the right to inspect all freight brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations.
12. The Landlord may require that any person entering or leaving the Building at any time other than Business Hours identify himself and satisfy security measures prescribed by the Landlord from time to time. The Landlord may prevent any person removing any

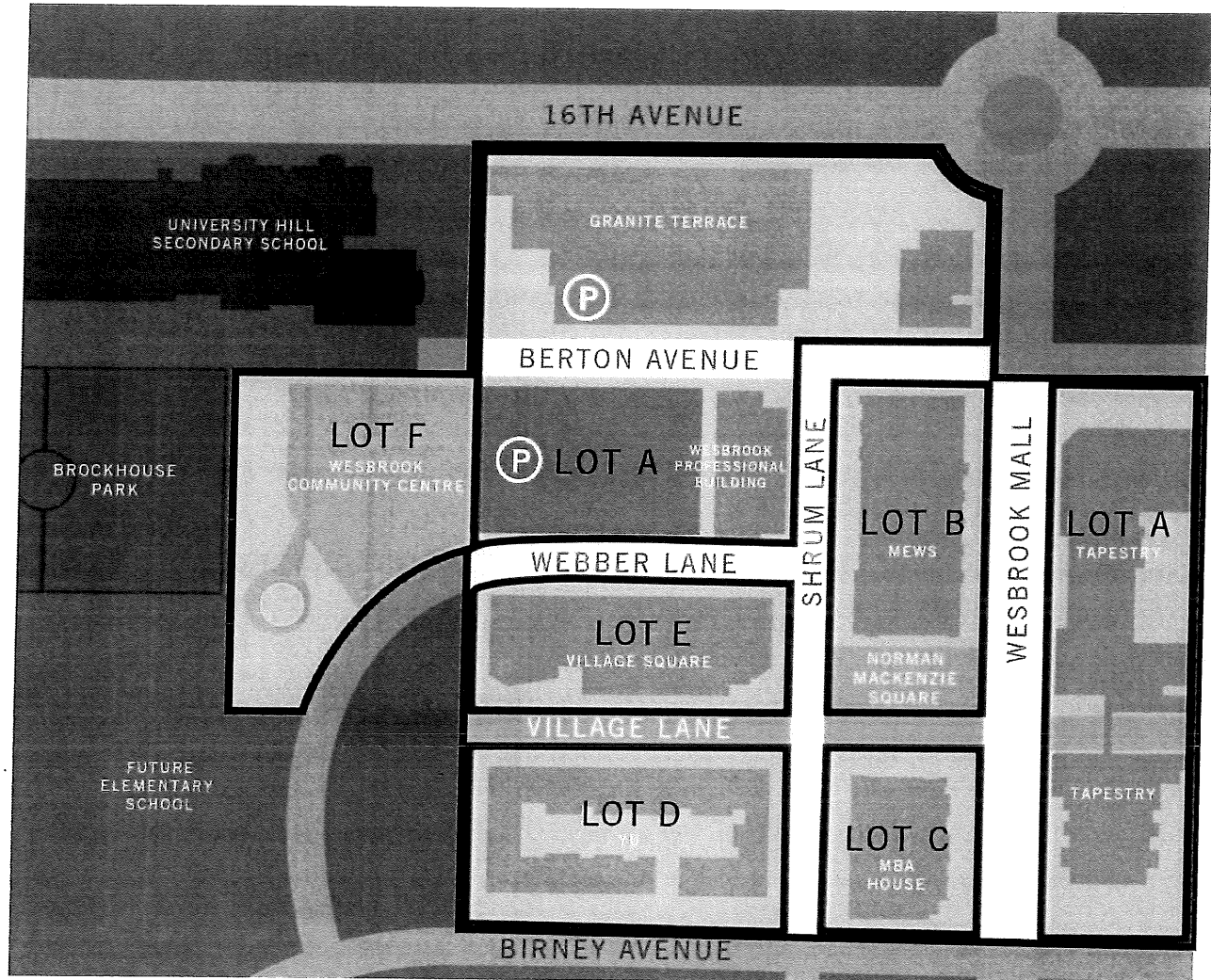
goods therefrom without written authorization. The Landlord may institute a security system, in which case identification cards or other necessary security devices must be obtained from the Landlord at the expense of the Tenant;

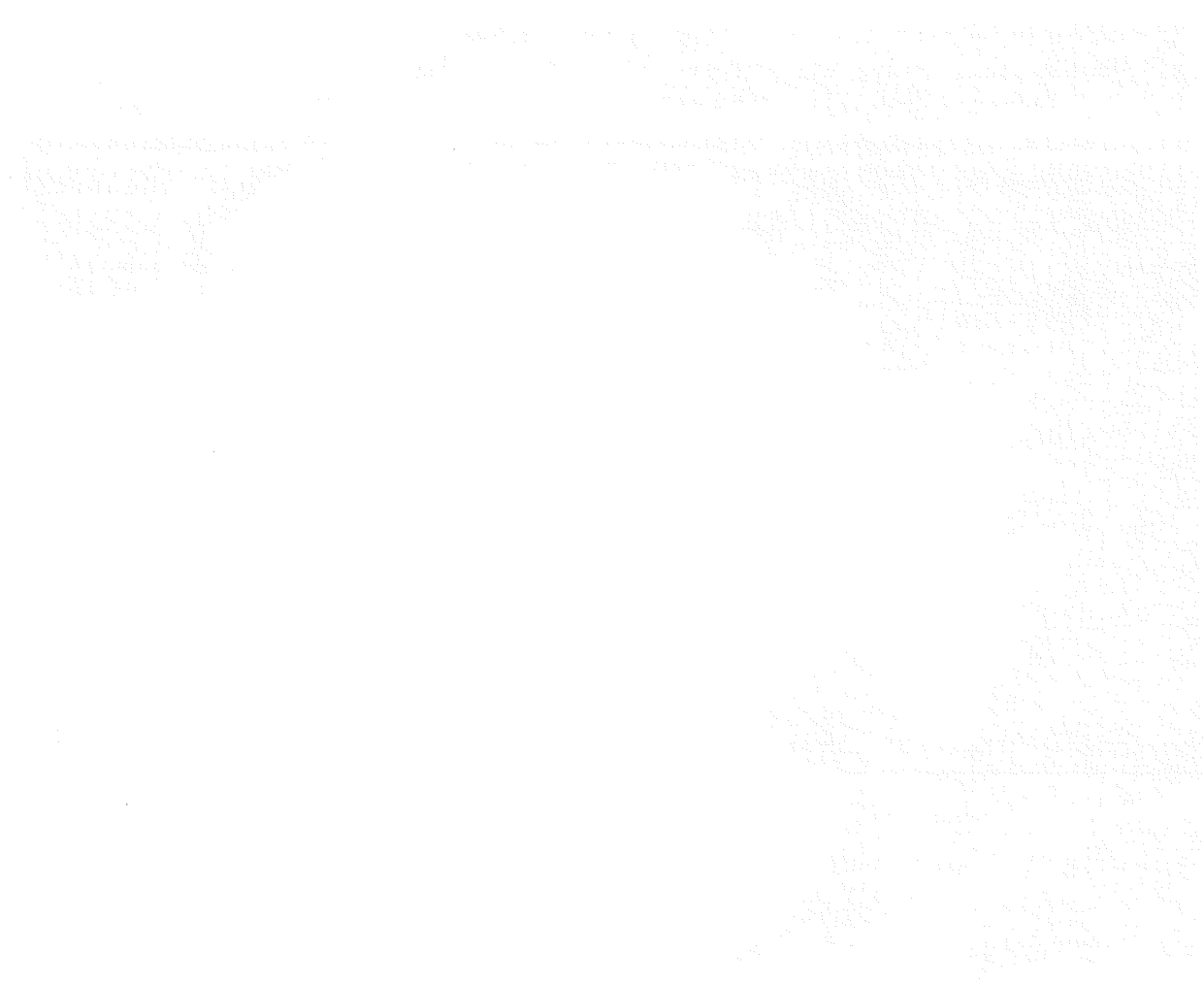
13. Canvassing, soliciting and peddling in the Building is prohibited.
14. There shall not be used in any space, or in the public halls of the Building in the delivery or receipt of merchandise, mail or other materials, any hand trucks, except those equipped with rubber tires and side guards. No hand trucks shall be used in passenger elevators or through the main lobby of the Building.
15. There shall be no smoking within the Building, such restriction to include the areas directly in front of the entry and access doors to the Building including any restrictions by any authority having jurisdiction over the Building or Shopping Centre regarding smoking.
16. No burning of trash or garbage in or about the Premises or anywhere within the confines of the Property or Shopping Centre is permitted.
17. All occupants shall permit and facilitate the entry of the Landlord, or those designated by it, into all parts of the Building for the purpose of inspection, repair, and other proper purposes, and shall not permit access to main header ducts, janitor and electrical closets, and other necessary means of access to mechanical, electrical, and other facilities to be obstructed by the placement of fixtures or otherwise.
18. All signage shall be illuminated during all hours of darkness unless otherwise required by the Landlord.
19. Janitorial equipment may not be stored in the common areas of the Building and must be stored within the Premises.

The foregoing Rules and Regulations, as from time to time amended, are not necessarily of uniform application, but may be waived in whole or in part in respect of other tenants without affecting their enforceability with respect to the Tenant and the Premises, and may be waived in whole or in part with respect to the Tenant without waiving them as to future application to the Tenant, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Landlord to enforce them or create any liability of the Landlord for their non-enforcement.



**SCHEDULE G**  
**PLAN OF SHOPPING CENTRE AND ANCHOR TENANTS**







**Report Date:** May 10, 2024  
**Meeting Date:** May 21, 2024  
**From:** Glenda Ollero, Communications Manager  
**Subject:** Print Issue Publication Options for *The Campus Resident*

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## Background

During the March 2024 Board meeting, the Board asked staff to investigate options for increasing the print publication/circulation of *The Campus Resident* community newspaper. Currently, the paper publishes online every month and in print every quarter (September, December, March and June). Staff have investigated two options: (1) increase to six print digests; and (b) increase to 12 print issues.

## Decision Requested

*THAT the Board direct staff to*

- *Option A – begin the work required to transition The Campus Resident to publish more print editions as recommended in Option A of the circulated report.*
- *Option B – begin the work required to transition The Campus Resident to publish more print editions as recommended in Option B of the circulated report.*
- *Option C – continue with the current print schedule.*

## Discussion

Staff have investigated print publication options for *The Campus Resident*. Details of the costs and staff required for its current schedule and two options are included below. A table with the summary of costs is also included.

### ***Current Print Publication Schedule: Four Quarterly Digests***

***Total Cost per Year: \$15,265***

### **STAFFING**

Currently, *The Campus Resident* requires the following staff hours to produce the paper at its current publication schedule:

- *Newspaper Editor & Social Media Specialist: 70 hours per month*
- *Graphic Designer: 12 hours per month*

The *Newspaper Editor & Social Media Specialist* split their time between newspaper duties and social media duties. Their newspaper duties include, but are not limited to, editing and fact-checking content, managing the website, working with volunteer writers, volunteer recruitment, and working with the Newspaper Editorial Committee.

### **COSTS**



The total cost to produce and print four copies of the newspaper every year is **\$15,265.**

Notes:

- Printing and circulating 6,650 printed copies at 12 pages per issue amounts to \$2,976.28 per issue or \$11,905 per year.
- The graphic design contractor rate is \$70/hour at an average of 12 hours per issue which amounts to \$840 per issue or \$3,360 per year.
- The total excludes the portion of the salary allotted for the newspaper duties of the *Newspaper Editor and Social Media Specialist*.
- Additional note: In FY 2023-24, we spent \$19,530 on the newspaper. This included costs for three print issues (first issue was September 2023), administrative expenses and one-off website expenses that are not included in the total cost.

***Option A: Six Bimonthly Digests***

***Total Cost per Year: \$22,897.68***

**STAFFING**

Current print editions are a digest of online stories collected over a quarter. Additional print editions of the paper will require more content be produced to fill a bimonthly digest.

A closer look at the *Newspaper Editor & Social Media Specialist* splitting duties between newspaper and social media would be required. As more issues mean an increase in time spent by the *Newspaper Editor & Social Media Specialist* on newspaper duties that will affect the amount of time they can spend on their social media duties.

As an organization, the UNA is maturing and the need for additional social media activity and coverage of UNA topics and events has continued to grow. The discussion and interest in expanding *The Campus Resident* publishing activity is an opportune time to consider additional resources for the Communications Department.

For the necessary support to expand *The Campus Resident* and support for the organization, it is recommended that the *Newspaper Editor & Social Media Specialist* be transitioned into a full-time *Newspaper Editor* role and a full-time *Social Media Specialist* be hired to cover social media duties. The costs of this additional FTE are not included in the evaluation of additional newspaper publishing, however, should the Board approve of expanding *The Campus Resident* publishing schedule this additional FTE should be approved at the same time.





### **COSTS**

The cost to produce and print six copies of the newspaper every year is **\$22,897.68.**

Notes:

- Printing and circulating 6,650 printed copies at 12 pages per issue amounts to \$2,976.28 per issue or \$17,857.68 per year.
- The graphic design contractor rate is \$70/hour for an average of 12 hours per issue amounts to \$840 per issue or \$5,040 per year.
- Inclusive of salary and all benefits, an FTE *Social Media Specialist* is estimated to require an increase to the UNA budget of \$95,000-\$100,000.
- The total excludes the yearly salary of the *Newspaper Editor*.
- Additional note: In FY 2023-24, we spent \$19,530 on the newspaper. This included costs for three print issues (first issue was September 2023), administrative expenses and one-off website expenses that are not included in the total cost.

### ***Option B: 12 Monthly Issues***

***Total Cost per Year: \$49,295.36***

### **STAFFING**

As with the previous option, a closer look at the *Newspaper Editor & Social Media Specialist* splitting duties between newspaper and social media would be required.

It is recommended that the *Newspaper Editor & Social Media Specialist* be transitioned into a full-time *Newspaper Editor* role.

It is also recommended that a contractor who can assist with copy editing and coverage for vacation be recruited to meet production deadlines.

As with the previous option, it is also recommended that a full-time *Social Media Specialist* be hired to cover social media duties for the UNA.

### **COSTS**

The cost to produce and print 12 copies of the newspaper per year is **\$49,295.36.**

Notes:

- Printing and circulation of 6,650 printed copies at 12 pages per issue amounts to \$2,976.28 per issue or \$35,715.36 per year.

- The graphic design contractor costs \$70/hour at an average of 12 hours per issue which amounts to \$840 per issue or \$10,080 per year.
- An additional contractor for leave coverage estimated at \$100/hour at a recommended 35 hours per year amounts to \$3,500 per year.
- Inclusive of salary and all benefits, an FTE *Social Media Specialist* is estimated to require an increase to the UNA budget of \$95-\$100,000 per year.
- The total excludes the yearly salary of the *Newspaper Editor*.
- Additional note: In FY 2023-24, we spent \$19,530 on the newspaper. This included costs for three print issues (first issue was September 2023), administrative expenses and one-off website expenses that are not included in the total cost.

### Summary of Costs

	Printing and Mailing Costs Per Issue	Printing and Mailing Costs Per Year	Graphic Design Cost Per Issue	Graphic Design Cost Per Year	Editorial Contractor Cost Per Year	TOTAL COST PER YEAR
<b>Current: 4</b>	2,976.28	11,905.12	840.00	3,360.00	N/A	15,265.12
<b>Opt A: 6</b>	2,976.28	17,857.68	840.00	5,040.00	N/A	22,897.68
<b>Opt B: 12</b>	2,976.28	35,715.36	840.00	10,080.00	3,500.00	49,295.36

### Financial Implications

- For Option A (six printed digests per year): \$22,897.68
- For Option B (12 printed issues per year): \$49,295.36
- Inclusive of salary and all benefits, an FTE *Social Media Specialist* is estimated to require an increase to the UNA budget of \$95,000-\$100,000.

### Operational Implications

Depending on the direction the Board wants to go, the Communications Department will have to undergo a reorganization of duties and recruitment of new staff. A dedicated *Newspaper Editor* and the hiring of a dedicated *Social Media Specialist* would have exponential benefits that will impact the entire organization.

### Strategic Objective

Creating Connections, Organizational Capacity



**Attachments**

None.

**Concurrence**

1. Athena Koon, Finance Manager

Respectfully submitted,

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Glenda Ollero  
Communications Manager

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

Paul Thorkelsson  
Chief Administrative Officer



**Report Date:** May 14, 2024  
**Meeting Date:** May 21, 2024  
**From:** Wegland Sit, Operations Manager  
**Subject:** Proposed UNA Staff On-street Parking Permit

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## Background

The UNA's organizational capacity is gradually expanding. Staff are recommending that the Board consider the development of an on-street UNA staff parking permit for eligible full-time UNA employees. It will allow the organization to provide more accessible parking options for full-time employees that are living outside of the UNA area.

## Decision Requested

*THAT the Board approve the proposed UNA Staff Parking Permit and Pricing Structure and direct staff to develop and implement the structure, as circulated.*

## Discussion

The UNA has gradually expanded from 34 full-time and part-time employees in 2018 to the current 57 full-time and part-time employees.

Most of the UNA employees are living outside of the UNA neighbourhoods, with their residences spreading all over the Metro Vancouver. Our records show that our full-time employees are living in the following municipalities:

- Vancouver
- Richmond
- Burnaby
- New Westminster
- Surrey

As an organization, making it as easy as possible for employees to commute to and from work can go a long way. It can help attracting new qualified employees by reducing their travel time to and from work. As a bonus, it will help retain the current talent pool to stay by providing a more accessible commuting and parking option to full-time staff.

## Current Staff Parking Options

There are limited public transportation options going to work, especially for employees that are living in the South Richmond, New Westminster and Surrey area. It means

there is a sizable portion of the full-time employees required to drive to work. The geographic location of the UNA created a unique challenge for staff residing in those areas.

For staff members that decide to drive to work, the second challenge is the limited parking options available onsite. For paid parking, [Impark](#) manages the Save-On-Foods surface and underground parking ([Lot #1992](#)). Hourly and daily rates are available at this parking lot. Impark also offers a staff parking rate at approximately \$109.00 per month and \$1300.00 per year (Tenant rate). Meanwhile, [UBC Parking](#) managed parking lots are too far away to be applicable for staff use.

Similar to other municipalities, there are no free parking options available nearby other than the on-street 2-hour parking that is invigilated and enforced regularly. The closest free parking will be on 16<sup>th</sup> Avenue East of Binning Road. These parking spaces along 16<sup>th</sup> Avenue are typically fully parked by Pacific Spirit Park Visitors and workers in the Wesbrook and UBC area

The combination of our unique geographic location, the lack of rapid transit options that connects to other cities, and the limited parking options has created a challenging situation for hiring. Unfortunately, this has turned into a Human Resource barrier for potential candidates, as qualified candidates cannot justify the parking cost work (\$1300.00+ per year) while the public transit option is not a viable due to long commute time work. It has also created a challenge to retain staff as staff are struggling to find an affordable parking option.

With the recent expansion of the recreation department, our Wesbrook Community Centre office is running out of work space. The Recreation Team will implement a new strategy to address the space limitation by fully utilizing the Old Barn Office Space. They will introduce a new rotational desk space arrangement for all full-time staff. This means that full-time recreation team members are expected to work in rotation in both the Wesbrook Community Centre and Old Barn Community Centre throughout the week. With the introduction of this new office space strategy, the UNA team will need a viable staff parking solution that enable full-time staff that drive to work to be able to find an accessible parking option in both the Wesbrook and Hawthorn areas.

## **The Proposed UNA Staff Parking Permit**

### **Proposed Eligibility**

Only permanent full-time employees that do not live in the UNA are eligible. Permanent full-time employees will be able to apply for a UNA Staff Parking Permit.



### **Proposed Eligible UNA Parking Permits and Pricing Structure**

Full-time staff will be able to purchase the UNA Staff parking permits. The UNA staff parking permit is attached to a plate number and non-transferable. This staff parking permit will enable eligible staff to park in both **Wesbrook** and **Hawthorn Residential Parking Permit Area**.

The UNA Staff Parking Permit is an annual parking permit valid **April 1 to March 31** in the next year. Staff can purchase UNA staff parking permits at any time during the year, with a prorated pricing option.

UNA Staff Parking Permit is non-refundable, other than during the final off boarding, and is limited to one per full-time UNA employee.

### **Proposed Pricing Structure**

The UNA Staff Parking Permit price will be identical to the price of the UNA Visitor Parking Pass offered. For example, as the UNA visitor parking permit is currently at \$140 per year, the UNA staff parking permit is proposed to be priced at \$140 per year.

UNA Staff Parking Permit will also incur the [TransLink tax](#) (Parking Tax), that is applicable to all visitor parking sales in the [South Coast BC Transportation Authority Service Region](#).

It is the employee's responsibility to purchase the appropriate UNA staff parking permit to commute to work. It is also their responsibility to obey the on-street parking signage and follow the parking rules.

The UNA is not responsible for damages nor for the compensation of vehicles towed because the vehicle is parking against on street parking signage.

### **Proposed UNA Staff Parking Permit Approval Procedures**

#### **During Staff Onboarding**

As part of the onboarding process, the hiring manager will receive UNA staff on-street parking permit application requests from the newly hired staff.

Existing staff members can apply and submit their staff parking permit application at any time during their full-time employment.

All applications submitted by the hiring manager will be reviewed by the Operations Department for approval.



The departmental managers and Chief Administrative Officer (CAO) reserve the right to approve or reject any parking request.

#### During Offboarding

As part of the offboarding procedure, the departmental managers are responsible for recovering the UNA parking permit.

Staff members must return the UNA Staff Parking Permit on the last day of their employment. No refunds will be provided without the return of the actual UNA Staff Parking Permit.

A prorated parking permit refund calculated based on the last day of their employment will be provided to the offboarding staff member.

### **Financial Implications**

The implementation of the UNA staff parking permit is not expected to be a cost center as the staff parking permit printing cost will be absorbed as part of the larger UNA area wide parking permit and pass printing process.

From the revenue side, with the expectation of a very limited number of UNA Staff Parking permit holders, the revenue generated from this staff parking program is expected to be negligible.

### **Operational Implications**

No significant operations implications are expected with the introduction of the UNA Staff Parking Permit. The UNA administrative office will begin the development of the UNA staff parking policy.

UNA parking desk will be trained on how to issue UNA Staff Parking Permit and register vehicle information to the eligible staff members.

UNA invigilators will be informed about the new UNA Staff Parking Permit. And given the limited number of eligible full-time staff applicants, no observable impact are expected to the on-street parking in Wesbrook area and in Hawthorn Area.

### **Strategic Objective**

Organizational Capacity



**Attachments**

None.

**Concurrence**

1. Athena Koon, Finance Manager
2. Dave Gillis, Recreation Manager

Respectfully submitted,

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Wegland Sit  
Operations Manager

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

Paul Thorkelsson  
Chief Administrative Officer





**Report Date:** May 3, 2024  
**Meeting Date:** May 21, 2024  
**From:** Paul Thorkelsson, Chief Administrative Officer  
**Subject:** UBC Community Amenity Charges Report

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### **Background**

The Neighbours Agreement 2020 stipulates that UBC is to annually report to the UNA on its use of the Community Amenity Charges (CACs).

This report includes a summary of revenue and expenditures of the CACs in 2023-24.

### **Decision Requested**

For information.

### **Discussion**

Section 11.10 of the Neighbours Agreement 2020 prescribes that UBC will annually provide an accounting to the UNA as to:

- a) the amount of the CACs collected by UBC;
- b) the total cost funded by the CACs for the acquisition and construction of facilities and amenities within the Neighbourhood Housing Areas; and
- c) the total cost funded by the CACs for the acquisition and construction of facilities and amenities located outside the Neighbourhood Housing Areas.

The attached letter from UBC reports the annual and total CACs revenue and expenditures, and the 2024/25 UBC Vancouver Infrastructure Charges & Community Amenity Charges Plan.

### **Financial Implications**

None.

### **Operational Implications**

None.



**Strategic Objective**

Governance

**Attachments**

1. 2023-24 Community Amenity Charges Revenue and Expenditures – Letter Dated April 3, 2024

**Concurrence**

1. Athena Koon, Finance Manager

Respectfully submitted,

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

Paul Thorkelsson  
Chief Administrative Officer



April 3, 2024

Paul Thorkelsson  
Chief Administrative Officer  
University Neighbourhoods Association  
#202-5923 Berton Ave.  
Vancouver, BC V6S 0B3

Sent via email: [paul.thorkelsson@myuna.ca](mailto:paul.thorkelsson@myuna.ca)

**Subject: 2023-2024 Community Amenity Charges Revenue and Expenditures**

Dear Mr. Thorkelsson,

In accordance with the UBC-UNA Neighbours' Agreement, this letter reports the annual and total Community Amenity Charges (CAC) Revenue and Expenditures. In March 2024, UBC's Board of Governors' Property Committee approved UBC Vancouver's IIC and CAC Plan that contains revenue and project expenses in a 10-Year Plan. Similar to municipalities, expenses enable growth and typically come before revenue. The Board Report and 24/25 IIC-CAC Plan are included as attachments to this letter, along with the following detailed information on CAC revenue and expenditures:

- a) In total, as of March 31, 2024, UBC has collected \$16,590,110 in CAC revenue from neighbourhood development. In 2023-2024, UBC collected \$703,911 in CAC revenue from neighbourhood development.
- b) In total, as of March 31, 2024, UBC expended \$21,919,228 in CAC funds for the acquisition and construction of Facilities and Amenities within the Neighbourhood Housing Areas. There were no CAC expenditures in 2023-2024.
- c) In total, as of March 31, 2024, UBC has expended \$1,430,794 in CAC funds for three projects located outside the Neighbourhood Housing Areas. These projects include: \$30,794 for the outdoor basketball court adjacent to Thunderbird Parkade (2006), which was later moved to the TEF-4 parking lot with other funding; \$1,100,000 for the UBC Vancouver Childcare Expansion-Kids Club in Acadia (2008); and, \$300,000 for the UNA Skateboard Park (2013).

Currently, future CAC spending is planned to support neighbourhood childcare projects. The Campus Vision 2050 process included amendments to UBC's Land Use Plan that enable more campus housing development through 2050. If the Minister of Municipal Affairs adopts the Land Use Plan, these changes will result in new opportunities for CAC revenue and projects. These future CAC projects will be identified through engagement with the UNA in future neighbourhood planning processes and integrated into an updated long-term IIC-CAC Plan. If you have any inquiries about CACs, please feel free to reach out to Chris Fay, Director of Strategic Policy at Campus and Community Planning, at [chris.fay@ubc.ca](mailto:chris.fay@ubc.ca).

Yours Truly,

Michael White  
Associate Vice President  
Campus and Community Planning  
Email: [michael.white@ubc.ca](mailto:michael.white@ubc.ca) | Web: [www.planning.ubc.ca](http://www.planning.ubc.ca)

Enclosures: Annual IIC-CAC Plan (UBC Vancouver) Board Report and 2024-2025 IIC-CAC Plan





<b>SUBJECT</b>	2024-2025 UBC Vancouver Infrastructure Impact Charges & Community Amenity Charges Plan
<b>SUBMITTED TO</b>	Property Committee
<b>MEETING DATE</b>	March 12, 2024
<b>SESSION</b>	Recommended session criteria from Board Meetings Policy:
<b>CLASSIFICATION</b>	OPEN
<b>REQUEST</b>	<b>APPROVAL REQUESTED</b> IT IS HEREBY RESOLVED that the Property Committee, in accordance with authority delegated by the Board of Governors, approves the 2024-2025 UBC Vancouver Infrastructure Impact Charges (IICs) and Community Amenity Charges (CACs) Plan.
<b>LEAD EXECUTIVE</b>	Robin Ciceri, Vice-President External Relations
<b>SUPPORTED BY</b>	Frank Laezza, Vice-President Finance & Operations Michael White, Associate Vice-President Campus and Community Planning Bhushan Gopaluni, Vice-Provost and Associate Vice-President Faculty Planning John Metras, Associate Vice-President Facilities Chris Fay, Director, Strategic Policy, Campus and Community Planning

#### PRIOR SUBMISSIONS

The subject matter of this submission is received annually by the Property Committee, most recently on [March 21, 2023](#) (OPEN SESSION) 2023-2024 Infrastructure Impact Charges (IICs) and Community Amenity Charges (CACs) Plan (UBC Vancouver)

#### EXECUTIVE SUMMARY

This briefing seeks annual Property Committee approval for UBC Vancouver's Infrastructure Impact Charges (IIC) and Community Amenity Charges (CAC) Plan. Under provincial legislation and Board of Governors' policy, UBC has established a municipal-like approval and cost-recovery structure for Vancouver campus growth. IICs and CACs are collected from development projects and fund campus infrastructure based on projected growth, infrastructure need, and engineering standards. IIC-CAC revenue comes primarily from UBC's neighbourhood growth. Expenses reflect planned infrastructure needed to support growth and are built in advance of the associated building capital projects to ensure systems are in place for the buildings to function upon opening.

The 2024-25 IIC-CAC Plan projects \$11.3M in revenue and \$17.9M in expenses, with an end-of-year deficit of \$38.9M, within four years of projected revenue. This is typical of municipal approaches for infrastructure financing. The priorities are focused on those needed to enable academic growth including replacing critical electrical substation equipment and expanding district energy to new capital project sites. CAC expenditures to support community amenities are focused on childcare spaces in neighbourhood lands over the next ten years.

Under Board of Governors' policy, IIC-CAC rates are adjusted annually to Statistics Canada's Non-Residential Building Construction Price Index (Vancouver Census Metropolitan Area, Quarter III data). Rates for 2024 were increased by 8.1% to account for inflation (see Appendix One). Rates remain comparable to or lower than other municipal development charges such as the City of Vancouver (see Presentation One).

The IIC-CAC Plan reflects the infrastructure costs identified in master service plans for campus utilities and neighbourhood plans with respect to community amenities, with revenue based on projected growth enabled by UBC's Land Use Plan. With the completion of Campus Vision 2050 and submission of the amended Land Use Plan to the Province for approval in December 2023, staff have begun updating both future revenue projections as well as costs based on updated master service plans and neighbourhood plans. These changes will be reflected in future IIC-CAC Plans.

In the context of updating long-term projections in the IIC-CAC Plan, the Administration will also be taking the opportunity to address a number of related issues including determining a more consistent approach to the funding of operating and maintenance costs of newly built infrastructure; a review of the development charges rate structure to reflect anticipated future revenue and costs, as well as rate application to different types of uses (including those eligible for reductions or exclusion); and a review of recent Provincial changes to municipal development charge policy and application to honour UBC's intention of following municipal best practice. The results of this work will be reported back to Board in 2025.

### **2024-25 IIC-CAC Plan**

A senior Administration planning committee develops the annual IIC-CAC Plan for Board approval. In addition, the Administration also seeks Board capital approvals on individual IIC-CAC projects exceeding the delegated Board authority threshold (currently \$5M). Appendix Two shows the 2024-25 10-Year Plan, including projected revenues and expenditures.

The 2024-25 IIC-CAC Plan projects \$11.3M in revenue and \$17.9M in expenses, with an end-of-year deficit of \$38.9M, within four years of projected revenue. Projects are focused on those needed to enable academic growth including replacing critical electrical substation equipment and expanding district energy to new capital project sites. CAC expenditures to support community amenities are focused on childcare spaces in neighbourhood lands over the next ten years.

Future IIC-CAC Plan updates will adjust revenue and expenditure projections to reflect updated master service plans for different infrastructure to enable Campus Vision 2050 growth, described below. Updated master service plans for stormwater, water, and district energy are expected in 2024.

### **Market Impacts on IIC-CAC Revenue**

IIC-CAC expenses support growth and must be built and funded before revenue is received. As a result, the fund operates in a deficit financed by a UBC Treasury line of credit as reflected in UBC's annual operating budget. This deficit financing approach is typical for similar investments in municipalities.

To manage risk, the deficit is typically kept to three years of projected IIC-CAC revenue. Over the past year, projected IIC-CAC revenue from new housing was delayed due to supply chain challenges, rising interest rates, and conclusion of the Campus Vision 2050 process. As a result, the current IIC-CAC deficit is approximately four years of projected revenue. The 2024/25 IIC-CAC Plan projects future year deficits at approximately five years of projected revenue until the late 2020s, with the elimination of the deficit achieved over time as build out is achieved in accordance with Campus Vision 2050.

## Campus Vision 2050 and the Future Approach to Financing Growth

The Campus Vision 2050 process included amendments to UBC's Land Use Plan that enable more campus housing development through 2050. If the Minister of Municipal Affairs adopts the Land Use Plan, these changes enable increased IIC-CAC revenue and require new expenses to support campus growth. Over the next year, the Administration's Financing Growth Project will lead a review of the long-term IIC-CAC Plan to reflect Campus Vision 2050. The results will be presented to the Board of Governors for consideration in early 2025, including:

- Updating master servicing plans. Reflecting Campus Vision 2050 growth, updating UBC's infrastructure and amenity plan to determine growth needs, expenses, timing, and forecasting for inflationary growth. Examples include water, rainwater, and academic district energy plans.
- Incorporating neighbourhood planning and community engagement to explore community facility needs. Similar to the development of utility master service plans, the Administration is working with the UNA and community stakeholders to explore future neighbourhood needs for community facilities such as community centres, childcare, recreation spaces, etc. Much of this work takes place during neighbourhood plan development, with the next area of focus being an update to the Wesbrook Place Neighbourhood Plan, anticipated to start in 2024.
- Updating revenue projections and timing. The majority of development charge revenue comes from market housing development and is affected by market demand, interest rates, construction costs, and development entitlement. The Administration will work with UBC Properties Trust on projected revenue for future neighbourhood growth, subject to provincial approval of UBC's Land Use Plan.
- Aligning requests for operations and maintenance costs with IIC projects. To date there has been an inconsistent approach to securing the necessary operating funding to support investments in new infrastructure. Moving forward, a corresponding strategy and/or funding source should be identified to support operations and maintenance.
- Reviewing the current IIC-CAC rate structure. The updated growth costs and revenue needs from Campus Vision 2050 require a consideration of the IIC-CAC rates. UBC's current fees are generally comparable to or lower than similar fees in neighbouring jurisdictions like the City of Vancouver (Appendix One). The rate review will ensure UBC development fees continue to meet the university's needs, reflect municipal comparators, and are fair and balanced for different types of campus development including ancillaries (e.g., student housing) that pay a reduced fee and academic buildings that do not currently pay fees.
- Reviewing new provincial development cost charge legislation for potential alignment. As part of UBC's unique local governance, the Administration generally ensures alignment with provincial regulations and standards. The Administration will explore updates to the IIC-CAC Plan and associated policies to reflect the intent of the Province's many recent changes to municipal development charge policy.

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## APPENDICES

1. 2024 IIC and CAC Rates
2. 2024-2025 IIC-CAC Plan

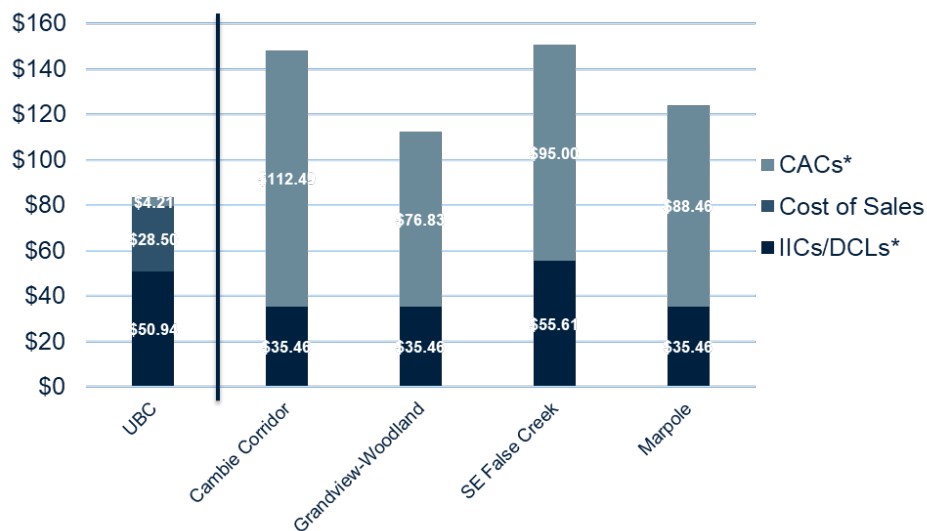
## Appendix One: 2024 IIC and CAC Rates

IIC/CAC Classification	2023 Rates \$/ft <sup>2</sup>	% increase in NRBCPI	2024 Rates \$/ft <sup>2</sup>
Market Housing	\$47.12	8.1%	<b>\$50.94</b>
Institutional (ancillaries, campus housing, non-market housing)	\$8.00	N/A	<b>\$8.65</b>
Academic Buildings (provincial funding)	\$0	8.1%	<b>\$0</b>
Industry Research	\$6.28	8.1%	<b>\$6.79</b>
Commercial	\$47.24	8.1%	<b>\$51.07</b>
Separate Parking Structures	\$6.32	8.1%	<b>\$6.83</b>
CAC Rates (market housing projects)	\$3.89	8.1%	<b>\$4.21</b>

In addition to the IIC and CAC charges, UBC collects:

- TransLink's Regional Transportation Development Cost Charge. This rate increased on January 1, 2024 to \$1658 for apartments and \$2652 for townhouses. The rate for institutional development increased to \$0.53/sq. ft.
- Metro Vancouver's Sewerage and Drainage District Development Cost Charge. UBC collects an equivalent fee for Metro Vancouver's DCC on all market housing projects (apartments) at \$1988/unit. Starting January 1, 2020, UBC also began collecting an equivalent fee for all non-market housing projects (\$1988/unit) and non-residential projects including institutional buildings (\$1.63/sq. ft).

### 2024 UBC and Vancouver Development Charges





## Appendix Two: 2024-2025 IIC-CAC Plan

### IIC/CAC Consolidated 10-year Summary Plan (in millions)

	2024-25 Plan	2025-26 Plan	2026-27 Plan	2027-28 Plan	2028-29 Plan	2029-30 Plan	2030-31 Plan	2031-32 Plan	2032-33 Plan	2033-34 Plan	2034-35 Plan
<b>Revenue:</b>											
Market Housing	8.57	-	9.68	13.75	12.23	19.87	3.92	5.09	3.92	5.09	17.74
Non-Market Housing	2.03	-	1.38	-	-	-	1.79	0.84	-	0.49	2.58
Ancillaries and Campus Housing	-	-	5.19	-	-	-	3.63	-	2.08	-	2.08
Academic Buildings	-	-	-	-	-	-	-	-	-	-	-
Industry Research	-	-	-	-	-	-	-	-	-	-	1.22
Commercial	-	-	-	-	-	-	1.53	-	-	-	-
Parkades	-	-	-	-	-	-	-	-	-	-	-
Community Amenity Contribution	0.71	-	0.80	1.14	1.01	1.64	0.32	0.42	0.32	0.42	1.47
Other Contributions	-	-	-	-	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>11.31</b>	<b>-</b>	<b>17.05</b>	<b>14.89</b>	<b>13.24</b>	<b>21.51</b>	<b>11.20</b>	<b>6.35</b>	<b>6.32</b>	<b>6.01</b>	<b>25.08</b>
Rolling 3-year forecasted revenue (Current year + 2 years forward)	28.36	31.94	45.18	49.64	45.94	39.06	23.88	18.68	37.41	43.44	52.39
Rolling 5-year forecasted revenue (Current year + 4 years forward)	56.49	66.69	77.89	67.19	58.62	51.39	54.97	56.11	64.72	73.31	83.85
<b>Expenditures:</b>											
Water	0.13	-	-	-	0.75	-	0.16	-	0.51	-	-
Sanitary	-	-	0.89	6.69	1.65	0.24	0.10	0.20	-	-	1.06
Stormwater	-	2.30	2.50	-	-	-	-	5.00	5.00	-	-
Surface Works	6.02	3.20	0.38	0.12	0.12	0.12	2.32	0.73	1.56	0.12	0.12
Transportation	-	-	-	6.37	2.20	-	-	0.50	-	-	-
Electrical	5.85	0.80	9.00	7.00	-	-	10.50	-	-	-	-
Natural Gas	-	-	-	-	-	-	-	-	-	-	-
District Energy	3.43	-	-	-	-	2.00	-	-	-	0.60	-
Solid Waste	1.85	-	-	-	2.18	3.70	-	-	-	-	-
Planning, Services, Financing	0.67	0.67	0.67	-	-	-	-	-	-	-	-
Other Expenditures	-	-	-	-	-	-	-	-	-	-	-
CAC	0.00	2.48	0.00	0.00	2.48	0.00	0.00	0.00	2.48	0.00	0.00
<b>Total Expenses</b>	<b>17.94</b>	<b>9.44</b>	<b>13.44</b>	<b>20.18</b>	<b>9.37</b>	<b>6.06</b>	<b>13.08</b>	<b>6.43</b>	<b>9.55</b>	<b>0.72</b>	<b>1.18</b>
<b>Surplus/(Deficit)</b>	<b>(6.63)</b>	<b>(9.44)</b>	<b>3.61</b>	<b>(5.29)</b>	<b>3.87</b>	<b>15.45</b>	<b>(1.88)</b>	<b>(0.07)</b>	<b>(3.22)</b>	<b>5.29</b>	<b>23.90</b>
Interest Income/(Expense)	(2.10)	(2.75)	(2.70)	(3.16)	(3.12)	(1.80)	(1.96)	(2.74)	(3.08)	(2.96)	(1.31)
<b>Net Surplus/(Deficit)</b>	<b>(8.72)</b>	<b>(12.20)</b>	<b>0.91</b>	<b>(8.45)</b>	<b>0.75</b>	<b>13.65</b>	<b>(3.84)</b>	<b>(2.82)</b>	<b>(6.31)</b>	<b>2.33</b>	<b>22.59</b>
<b>IIC &amp; CAC Balance, Beginning</b>	<b>(30.13)</b>	<b>(38.86)</b>	<b>(51.05)</b>	<b>(50.14)</b>	<b>(58.59)</b>	<b>(57.84)</b>	<b>(44.20)</b>	<b>(48.04)</b>	<b>(50.85)</b>	<b>(57.16)</b>	<b>(54.83)</b>
Surplus/(Deficit)	(8.72)	(12.20)	0.91	(8.45)	0.75	13.65	(3.84)	(2.82)	(6.31)	2.33	22.59
Contingency	-	-	-	-	-	-	-	-	-	-	-
<b>IIC &amp; CAC Balance, Ending</b>	<b>(38.86)</b>	<b>(51.05)</b>	<b>(50.14)</b>	<b>(58.59)</b>	<b>(57.84)</b>	<b>(44.20)</b>	<b>(48.04)</b>	<b>(50.85)</b>	<b>(57.16)</b>	<b>(54.83)</b>	<b>(32.24)</b>



**Report Date:** April 29, 2024  
**Meeting Date:** May 21, 2024  
**From:** Chris Hakim, Corporate Services Specialist  
**Subject:** Corporate Policy Framework Report

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## Background

In December 2023, the Governance & Human Resources Committee discussed the Board and the public's accessibility of the UNA's corporate policies. The matter was deferred to a future point when a new Chief Administrative Officer would be able to weigh in.

This report details a recommendation to approve the accompanying Corporate Policy Framework and the reasons and implications for doing so.

## Decision Requested

*THAT the Board approve the proposed Corporate Policy Framework (#01-19), as circulated.*

## Discussion

Currently, the UNA has 32 corporate policies in effect, including the Board Rules of Procedure. 29 of these corporate policies list the Board as their approving authority, while 3 list the Chief Administrative Officer as their approving authority. However, the UNA does not have an existing framework regarding how its corporate policies interact and co-exist in a larger governance framework, the development and approval of its corporate policies, the delineation between strategic and operational policies, and the access of its corporate policies by individuals external to the UNA.

The proposed Corporate Policy Framework clarifies the UNA's policy hierarchy and regulatory framework. It defines and differentiates between a Board Policy and an Administrative Policy and how they interact with each other. Furthermore, the proposed document is intended to create a degree of consistency in the structure and content of the UNA's corporate policies. Finally, the proposed policy also prescribes the general public's access to Board Policies.

Non-profit organizations and municipalities often have an established policy framework or "policy on policies" that outlines this critical corporate governance mechanism. In

large public-facing organizations, these frameworks may include further details regarding key parts of the policy management process (e.g. who can initiate the development of policies, stakeholders that must be involved) and the use cases of different policy tools. In comparison, the UNA's policy management program is straightforward, in part due to the size and scale of the UNA and its work. Nevertheless, the proposed Corporate Policy Framework creates a baseline that encourages consistency, clarity, and quality in the UNA's policy management program and can be further expanded if necessary.

An index is attached to this report to provide an overview of all UNA corporate policies in effect and their respective approval authority. For greater clarity, this proposed framework does not include a reorganization of the existing policies' respective approval authority. However, following the approval of this framework, the Board may determine that certain policies' respective approval authority should be changed. For example, the Board may decide that a specific policy under the Board's authority should be revised to being under the Chief Administrative Officer's authority instead.

### **Financial Implications**

None.

### **Operational Implications**

The operational implication of the proposed policy concerns the 3-year periodic review timeline that applies to all corporate policies if a review timeline for any particular one does not already exist. The UNA will have to invest resources into reviewing all of the applicable policies.

### **Strategic Objective**

Governance

### **Attachments**

1. Corporate Policy Framework (#01-19) – May 2024 Draft
2. UNA Corporate Policy Index – May 2024



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

**Concurrence**

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Chris Hakim', written over a horizontal line.

Chris Hakim  
Corporate Services Specialist

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

Paul Thorkelsson  
Chief Administrative Officer

<b>TITLE:</b>	<b>Corporate Policy Framework</b>	<b>POLICY #01-19</b>
<b>CATEGORY:</b>	<b>Administration</b>	
<b>AUTHORITY:</b>	<b>Board of Directors</b>	
<b>ADOPTED:</b>	–	
<b>EFFECTIVE:</b>	–	

## Purpose

The Board establishes corporate policies to provide directions regarding the activities and internal affairs of the UNA. The Chief Administrative Officer (the “CAO”) establishes corporate policies with respect to matters that are within the responsibilities delegated or assigned to them by the Board.

The purposes of this Policy are:

- to establish a framework for the development, approval, review, revision, repeal, and maintenance of the UNA’s corporate policies; and
- to specify matters relating generally to the UNA’s corporate policies.

## Scope

This Policy applies to all UNA corporate policies.

### 1. Definitions

- 1.1. **Administrative Policy** means a corporate policy approved by the CAO pursuant to section 2.1.
- 1.2. **Board Policy** means a corporate policy approved by the Board.

### 2. Roles and Responsibilities

- 2.1. The CAO may approve corporate policies that are within the scope of responsibilities delegated or assigned by the Board to them, to other employees, or to volunteers or contractors.
- 2.2. The Board is responsible for the review, revision, and repeal of Board Policies.
  - 2.2.1. The CAO shall assist the Board in reviewing, revising, and repealing Board Policies.
- 2.3. The CAO is responsible for the review, revision, and repeal of Administrative Policies.
- 2.4. The CAO may revise Board Policies to make clerical changes that do not change the substance of the policies and shall report such revisions to the Board.
- 2.5. Where the CAO has established, reviewed, revised, or repealed an Administrative Policy, the CAO shall report this to the Board.

### **3. Conflicts, Ancillary Material, and Review of Policies**

- 3.1. To the extent of a conflict between a Board Policy and an Administrative Policy, the Board Policy prevails.
- 3.2. To the extent of a conflict between Board Policies, the Board is to determine which policy prevails. The CAO may do the same with respect to a conflict between Administrative Policies.
- 3.3. The CAO may establish procedures, rules, manuals, and guidelines with respect to Administrative Policies, but not with respect to Board Policies.
- 3.4. If a corporate policy does not specify when it is to be reviewed, it should be reviewed at least every three years.

### **4. Content, Format, Classification, and Availability of Policies**

- 4.1. A corporate policy shall specify:
  - 4.1.1. whether it is a Board Policy or an Administrative Policy;
  - 4.1.2. a title;
  - 4.1.3. the approving authority (the Board or the CAO);
  - 4.1.4. the date when it was adopted;
  - 4.1.5. the date when it comes into effect;
  - 4.1.6. a classification index;
  - 4.1.7. the purposes for the policy; and
  - 4.1.8. when it is to be reviewed.
- 4.2. It is recommended, but not required, that corporate policies be prepared in the format in Appendix A.
- 4.3. The CAO shall develop a classification system for corporate policies and assign each corporate policy a classification index.
- 4.4. The CAO shall make Board Policies available to the public.

### **5. Transition**

- 5.1. A corporate policy existing at the time of approval of this Policy that specifies the Board as its approving authority is a Board Policy.
  - 5.1.1. For greater certainty, the Board Rules of Procedure are a Board Policy.
- 5.2. A corporate policy existing at the time of approval of this Policy that specifies the CAO as its approving authority is an Administrative Policy.
- 5.3. Except for section 4.3, article 4 does not apply with respect to a corporate policy existing at the time of approval of this Policy before the corporate policy is reviewed.
- 5.4. A corporate policy existing at the time of approval of this Policy that does not specify when it is to be reviewed shall be reviewed within three years of the approval of this Policy.



**Policy History & Information**

Original Policy Approval Date

DATE

Review Date

DATE (every three years)

**Related Documents & Legislation**

- *Societies Act* (SBC 2015, c. 18)
- UNA Bylaws
- UNA Delegation of Authority Policy (#01-14)
- UNA CAO Powers, Duties and Functions Policy (#01-15)



## APPENDIX A

<b>TITLE:</b>	<b>Policy Name</b>	<b>POLICY #—</b>
<b>CATEGORY:</b>	—	
<b>AUTHORITY:</b>	—	
<b>ADOPTED:</b>	—	
<b>EFFECTIVE:</b>	—	

### **Purpose**

-

### **Scope**

-

### **Definitions**

-

### **Written Policy (title not required)**

-

### **Policy History & Information**

Original Policy Approval Date	DATE
Revised Policy Approval Date	DATE
Review Date	DATE

### **Related Documents & Legislation**

-



Policy #	Category	Policy Subject	Authority	Date Created	Date Last Revised
#01-02	Administration	Facilitate Political Presentations	Board of Directors	17-Mar-07	N/A
#01-03	Administration	Acknowledge the Contribution of Community Volunteers	Board of Directors	13-Mar-07	N/A
#01-04	Administration	UNA Community Privacy	Board of Directors	11-Dec-07	17-Mar-20
#01-09	Administration	Outdoor Bench Naming	Board of Directors	13-Oct-15	N/A
#01-10	Administration	Video Surveillance	Board of Directors	13-Oct-15	N/A
#01-11	Administration	Video Surveillance – Old Barn Community Centre	Board of Directors	23-Sep-16	N/A
#01-13	Administration	Gifts	Board of Directors	17-Sep-19	N/A
#01-14	Administration	Delegation of Authority	Board of Directors	16-Feb-21	N/A
#01-15	Administration	CAO Powers, Duties, and Functions	Board of Directors	20-Apr-21	21-Nov-23
#01-16	Administration	UNA Board, Appointees, and Representatives Code of Conduct	Board of Directors	17-Apr-22	N/A
#01-17	Administration	Sponsorship	Board of Directors	20-Jun-23	N/A
#01-18	Administration	Records Management	Board of Directors	21-Nov-23	N/A
#02-01	Health & Safety	Occupational Health and Safety	Board of Directors	12-Mar-13	N/A
#02-03	Health & Safety	Discrimination, Harassment, Bullying in the Workplace	Board of Directors	11-Feb-14	15-Sep-23
#02-04	Human Resources	Compensation	Board of Directors	08-Feb-11	17-Oct-23
#02-05	Human Resources	Extended Absence	Board of Directors	08-Mar-16	14-Mar-17
#02-06	Human Resources	Childcare	Board of Directors	13-Jun-17	N/A
#02-07	Human Resources	Criminal Record Check	Chief Administrative Officer	01-Feb-21	N/A
#02-08	Human Resources	Facility Users Code of Conduct	Board of Directors	19-May-21	N/A
#02-09	Human Resources	Work from Home	Chief Administrative Officer	22-Jun-21	N/A
#02-10	Human Resources	Professional Development	Chief Administrative Officer	26-Apr-22	N/A
#03-02	Recreation	Community Centres Rental	Board of Directors	17-Mar-20	N/A
#04-03	Communications	Community Newspaper	Board of Directors	13-Dec-22	N/A
#05-01	Finance	Food and Beverage	Board of Directors	09-May-06	11-Apr-17
#05-04	Finance	Donations for the Purpose of Community Amenities	Board of Directors	13-Mar-07	N/A
#05-07	Finance	Neighbours Fund Reserve	Board of Directors	08-Apr-08	N/A
#05-09	Finance	Neighbours Fund Reserve Amendment #1	Board of Directors	13-Oct-09	N/A
#05-10	Finance	Neighbours Fund Reserve Amendment #2	Board of Directors	14-Dec-10	N/A
#05-12	Finance	Use of Staff Vehicles in UNA Business	Board of Directors	14-Feb-12	11-Apr-17
#05-13	Finance	Neighbours Fund Reserve Amendment #3	Board of Directors	14-Dec-10	N/A
#05-14	Finance	Capital Reserve	Board of Directors	16-Jan-24	N/A



**Report Date:** April 22, 2024  
**Meeting Date:** May 7, 2024  
**From:** Chris Hakim, Corporate Services Specialist  
**Subject:** 2024 UNA Board of Directors Election

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## Background

Pursuant to the UNA Bylaws, an election of directors must be held in 2024.

This report details the draft plans thus far for the 2024 UNA Board of Directors election and topics that staff would like the Board's feedback regarding.

## Decision Requested

For information.

## Discussion

The UNA Bylaws stipulate that an election of directors must be held in 2024. The Board is responsible for setting various election deadlines and periods, amongst other related items. Based on the UNA Bylaws and our own logistical requirements, staff have prepared a draft election timeline that will be proposed to the Board at its July 2024 meeting for approval.

Date	Item	Relevant Bylaw
September 20, 2024	Deadline to notify the members of the election and publish the notice on the website and newspaper	Bylaw 5.4 Bylaw 5.5
October 4, 2024	Deadline by which nominations must be received	Bylaw 5.3(a)
November 4, 2024	Deadline by which the UNA must send the candidate information and voting instructions to the members	Bylaw 5.3(b)
November 4, 2024	Voting period begins	Bylaw 5.3(c)
November 26, 2024	Voting period ends	Bylaw 5.3(c)

Staff are also preparing the following items:

- the notice of election;
- the nomination form and call for nominations;
- an election information guide for candidates and their representatives;
- an election package for voters, which will include instructions on how to vote; and
- the online voting portal.

In the past, the Board has normally reviewed and approved the “how to vote” guide and the ballot template. Staff will be sharing that guide and ballot template with the Board at its July 2024 meeting.

### Election Official

In past elections, the UNA has hired an external election official to oversee the ballot counting process and tallying of results. However, since voting will be conducted online, ballot counting is done automatically by the online voting system. The only manual input required from the UNA is to start the tallying of results, which is as simple as clicking a button. In addition, Simply Voting will provide a certified copy of the election results once they have been tallied to the UNA.

On the other hand, the UNA Bylaws now specify that the Chief Administrative Officer is responsible for the conduct of an election for which the Board has not appointed another person to be responsible.

Staff would like the Board’s feedback as to whether there is a need to hire an external election official and, if so, what would they be responsible for.

### Access to the Membership Register

The UNA’s membership register contains the Resident Members’ names, email addresses, and mailing addresses. In accordance with the *Societies Act*, the Resident Members have the rights to inspect and copy the UNA’s membership register. The Board can and has previously restricted access to the membership register. However, section 25(7) of the *Societies Act* allows members to inspect and copy the membership register for the purpose of influencing the voting of members.<sup>1</sup>

Leading up to the 2021 election, the Board approved the following resolutions pertaining to the membership register:

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<sup>1</sup> Section 25(7) of the *Societies Act* specifies other activities that are also exceptions to the restrictions on inspecting and copying the membership register, but influencing the voting of members is most relevant to the topic of this report.

*“THAT the Board confirm in accordance with Section 25 (1) of the Societies Act, that members’ right to inspect the UNA’s register of members is restricted on the basis that inspection would be harmful to the UNA and to the privacy and other interests of its members.*

*THAT the Board further resolve that a candidate for election to the UNA Board (each a Candidate”) may, upon application under section 25(3) of the Societies Act, be granted, temporary possession and use of electronic information containing a copy of the members’ register, listing each member and their name, mailing address, email and phone number, if available, on condition that: (a) the electronic information will be returned to the UNA within 3 days of the end of the election; (b) the members’ information will only be used for the purposes of legitimate election campaigning; and (c) all electronic and paper copies of the members’ information will be deleted promptly upon conclusion of the election.*

*THAT the Board further resolves that a communication will be issued to all members of the UNA inviting members to, by notice to the Society, elect not to have their email contact information shared with Candidates, and that the UNA shall not share Candidates such email contact information of a member who objects.”*

In summary, the Board restricted access to the membership register, allowed candidates for an election to request temporary access and use of the membership register, and issued a communication to Resident Members inviting them to opt out of having their email contact information shared with candidates. Flash drives containing copies of the membership register were provided to authorized candidates for temporary possession and use.

A report from the Chief Administrative Officer at the time concerning the membership register is attached.<sup>2</sup>

Staff would like the Board’s feedback if the existing approach to the membership register as it relates to the election should be maintained or changed.

### Election Rules

Bylaw 5.14 authorizes the Board to establish the rules for an election that are not already provided in the UNA Bylaws. For the 2021 election, the Board approved the following resolution:

*“THAT the Board confirm the following election signage information:*

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<sup>2</sup> The 2021 report details three requested decisions that are similar to, but are not, the resolutions approved by the Board. The actual resolutions approved are the ones stated in this 2024 report.



- *In the private realm, candidates may make arrangements themselves with owners or landlords.*
- *In the public realm (parks, boulevards, sidewalks, etc.), the UNA reserves the right to remove any campaign signs that may obstruct traffic, hinder pedestrian visibility, or generally create a hazard to the public.*
- *All election signs in the public realm must be removed no later than 24 hours after the election.”*

For the 2024 election, staff will be recommending similar election signage rules for the Board to approve. Nevertheless, we would like the Board’s feedback on if there are any other election rules that they would like staff to prepare a recommendation for.

### **Financial Implications**

Currently, there is \$40,000 allocated for the 2024 AGM and 2024 election. Decisions related to the topics described in this report are not expected to drastically change the budgeted costs of these events.

### **Operational Implications**

Decisions related to the topics described in this report will have operational implications on the conduct of the 2024 election, the scale of which will vary depending on the feedback received.

### **Strategic Objective**

Governance

### **Attachments**

1. UNA 2021 Release of Membership Data Report

### **Concurrence**

None.



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Chris Hakim', written over a horizontal line.

Chris Hakim  
Corporate Services Specialist

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

Paul Thorkelsson  
Chief Administrative Officer



**Report Date:** July 6, 2021  
**Meeting Date:** July 20, 2021  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** 2021 Release of Membership Data

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## Background

At the June 15, 2021 UNA Open Session the Board asked for clarification in regard to the sharing of UNA membership data (register of members) with candidates. Information in regard to past practice is contained within this report, along with an overview of the legal framework, and a recommendation that the Board confirm the process moving forward.

## Decision Requested

1. THAT the Board confirm in accordance with Section 25 (1) of the Societies Act, that members' right to inspect the UNA's register of members is restricted on the basis that inspection would be harmful to the UNA and to the privacy and other interests of its members. Accordingly, access to the members' register shall be by application to the UNA under section 25(3) of the Societies Act and only for the purposes listed in section 25(7) of the Societies Act.
2. THAT the Board further resolve that a candidate for election to the UNA Board (each a Candidate") may, upon application under section 25(3) of the *Societies Act*, be granted, temporary possession and use of a flash drive containing an electronic copy of the members' register, listing each member and their name, mailing address, email and phone number, if available, on condition that: (a) the flash drive will be returned to the UNA within 3 days of the end of the election; (b) the members' information will only be used for the purposes of legitimate election campaigning; and (c) all electronic and paper copies of the members' information will be deleted promptly upon the conclusion of the election.
3. That the Board further resolves that a communication will be issued to all members of the UNA inviting members to, by notice to the Society, elect not to have their email contact information shared with Candidates, and that the UNA shall not share with Candidates such email contact information of a member who objects.

## Discussion

At the June 15, 2021 meeting the Board asked for clarification in regard to how membership information was being disseminated to election candidates – noting that there had been concerns raised about the process after the last election.

A review of the elections materials shows that the following information was provided to candidates at the last election:

### CONTACTING RESIDENTS DURING THE ELECTION

*Candidates will be provided with a flash drive containing the list of UNA members with their name, address and phone number, if available. A printout of the UNA members list that contains email contacts will be available at the UNA administrative office for inspection. The board agrees in limiting the access to emails in a motion at a board meeting on September 22, 2018 to comply with the Societies Act and protect residents' privacy. Candidates must return the flash drive within three (3) days of the election and agree not to use the information for any other purpose aside from campaigning.*

Although staff have been unable to find the motion that was passed in support of this process, this information appears to comply with the information contained within the *Societies Act*, which contains the following provisions:

1. S.24(1) allows a UNA member to inspect records that the UNA is required by s.20(1) to keep (but see point 2). Those records include the UNA's register of members, including contact information provided by each member. There is no requirement to include email information on the members' register, but it does constitute "contact information" provided by each member within the meaning of section 20(1).
2. S.25(1) allows the directors, by resolution, to restrict members' right to inspect the register of members if the directors are of the opinion "that the inspection would be harmful to the society or to the interests of one or more of its members".
3. If the right of members to inspect the register of members is restricted, members nonetheless have a right of inspection under s. 25 but can only use the information for limited purposes, one of which is in connection with "an effort to influence the voting of members". If access to the register is restricted, the member seeking access must make an application to the society that includes the statement that "the information obtained from the inspection of the register of members will not be used except as permitted under subsection (7)".
4. S.27 allows a member to obtain a copy of the records that the member is entitled to inspect.

Our legal counsel reviewed our existing language, the *Societies Act* and considered the various privacy implications of sharing member contact information. A summary of the advice appears below:

- Members have a right under the *Societies Act* to inspect the society's register of members (the "Register") (ss. 20(1)(h) and 24).
- Under the *Personal Information Protection Act* ("PIPA") members also have a right to personal information privacy, which extends to their personal email information.



- However, PIPA will be read and interpreted in harmony with the provisions of the *Societies Act*. Accordingly, the inspection of the Register under the *Societies Act* does not give rise to a breach of PIPA, which permits disclosures that are authorized or permitted by statute.
- Nevertheless, the UNA is subject to a general obligation under PIPA to conduct its personal information management practices “reasonably”. Therefore, where a right to restrict or limit access to member personal contact information exists, it is consistent with that obligation for the Board to consider whether to impose such limits or protections. In considering this issue, the Board should also take into account the complaints it received about email use during the last election and the extent to which members have been provided with notice that their information may be disclosed for these purposes.
- We note that the *Societies Act* does not expressly require the Register to contain email contact information. It does require the Register to contain “contact information provided by a member” (s. 20(1)(h)), but does not specify that this must include “all” contact information provided by the member. One approach to protecting member privacy is therefore to omit the email contact information from the Register, and take the position that mailing addresses are sufficient to meet the section 20 requirement to provide “contact information”. That approach aligns with the former *Society Act* (now repealed) which only required mailing address to be included in the Register, but on the wording of the current legislation, is not entirely without doubt.
- The *Societies Act* also provides at section 25 that the board has a discretion to restrict access to the Register, if the directors are of the opinion that inspection would be harmful to the society or the interests of one or more of its members. Restricting access to the Register necessarily means that members would have to apply for access and undertake to use the data only for the purposes permitted by section 25(7) of the Act, which are limited to communications for society business. However, this approach does not resolve the problem of the members who complained about receiving any email communications, such as from candidates during an election.
- However, we note that section 25 is not explicit about whether the right to restrict access to the Register provides the board with a discretion to impose other restrictions beyond those set out in section 25 itself. For example, it is possible to argue that section 25(1) should be interpreted as providing the board with a broad discretion to restrict access to the information of one or more members or to certain categories of information in the Register. Such a discretion did exist under the previous *Society Act*. On the basis of that interpretation, the Board could take the position either that it is restricting access to email addresses

generally or to the email addresses of members who object to this information being provided.

- If the board decides to impose restrictions, it should also consider the extent to which email contact information ought to be provided for use in connection with society business, given the greater ease and cost effectiveness of communicating by email.
- The existing practice permits Candidates to review a list of email addresses, but not obtain electronic copies. This is intended to be a barrier to email communications from candidates to members. However, in the last election, one candidate copied the list and used the email addresses which generated complaints.
- Practically speaking, there does seem to be some value in making email contact information available to Candidates for election campaigning purposes, if it is used responsibly and subject to appropriate controls.
- Taking all of these factors into consideration, including the privacy interests at stake and the absence of case law clarifying how the *Societies Act* would be interpreted, we recommend that the UNA consider providing members who a notice about the disclosure of the email contact information to candidates, and provide them an opportunity to opt out of the disclosure of this information. Section 25 could then be used to restrict access to the email addresses of those members who object. If the board decides to take this approach, then the UNA's privacy policies should also be amended to reflect this process (if applicable).

On the basis of my investigations and the legal advice we received, it is recommended that the Board confirm the process for restricting inspection of the register of members used by the UNA. Once the Board confirms the process staff will work with legal to develop a form for member access that conforms to Section 25 of the Societies Act.

If the Board would like to change the existing process, now is the time to propose alternatives, noting that the information is required to be included in the information to candidates and prospective candidates, which is being prepared this summer.

### **Financial Implications**

None

### **Operational Implications**

The provision of membership data to election candidates will impact the Administration, Communications and Operations departments.



**Strategic Objective**

Moving forward the election ties in directly with the UNA Strategic Priority of UNA Governance.

**Attachments**

None

**Concurrence**

1. Wegland Sit, Operations Manager

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', is written over a horizontal line.

Sundance Topham  
Chief Administrative Officer