

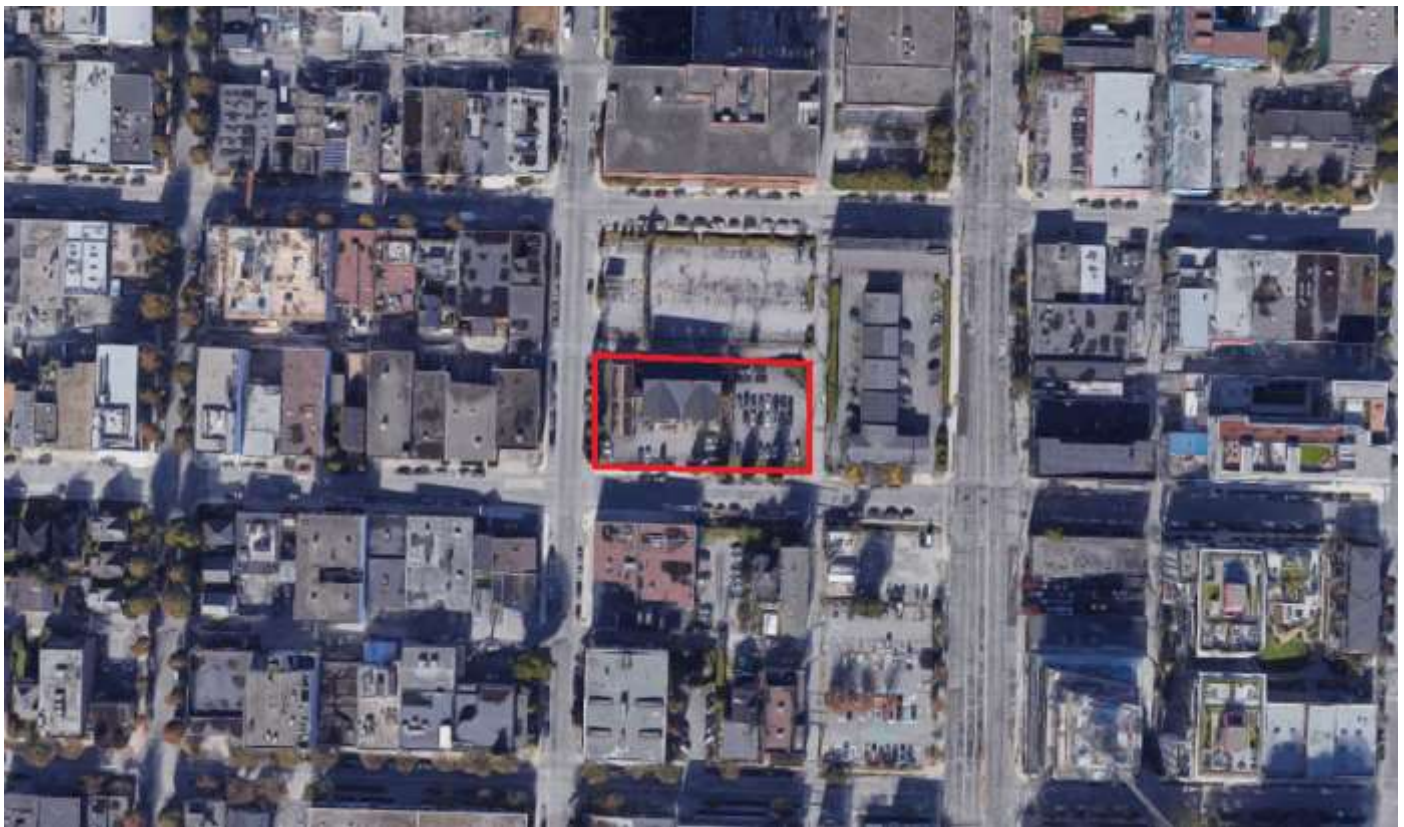


**REAL ESTATE &
FACILITIES MANAGEMENT**

Real Estate Services

**INVITATION TO OFFER
PURCHASE AS FREEHOLD
OR LONG-TERM LEASE**

MOUNT PLEASANT INDUSTRIAL AREA DEVELOPMENT SITE



**123 E. 6TH AVENUE
Vancouver, BC**

For further information contact:
Donabella Bersabal,
City of Vancouver
Supply Chain Management
Email: donabella.bersabal@vancouver.ca

INVITATION TO OFFER (“ITO”) PS20191328
TO PURCHASE AS FREEHOLD
OR LONG-TERM LEASE
CITY-OWNED PROPERTY AT
123 E. 6TH AVENUE, VANCOUVER, BC

Offers to Purchase or Lease (herein called “Offers”) are to be addressed and delivered to the Supply Chain Management Office, 4th Floor, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and must be received in the drop box at the Supply Chain Management Office prior to 3:00pm, Vancouver Time (as defined in Note 2 below), on Thursday, November 28th, 2019 (the “Closing Time”).

The Offers will not be opened publicly.

NOTES:

1. Offers should be submitted in the form set out in Section 4.0 of this ITO. An authorized signatory for the Offeror should initial in the space provided at the bottom of each page and return every page of this ITO in its entirety.
2. Offers must be in sealed envelopes or packages marked with the Offeror’s Name and the Invitation to Offer (“ITO”) Number and Title.
3. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the computer clock at the Main Floor Rotunda Information Desk at City Hall.
4. The City of Vancouver is open on Business Days from 8:30 am to 4:30 pm Vancouver time and closed Saturdays, Sundays and holidays.
5. **PLEASE DO NOT SUBMIT OFFERS BY FAX OR EMAIL.**
6. All queries related to this ITO shall be submitted in writing to the attention of:

Donabella Bersabal
Contracting Specialist
E-mail: donabella.bersabal@vancouver.ca
(the “Contact Person”)

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SECTION 1.0 INVITATION TO OFFER

1.1 Invitation to Offer

The City of Vancouver (the “**City**”) is inviting offers to purchase as freehold or to enter into a long-term lease (102-years: 99-years operating, plus 3-years development time), for land and an existing building located at 123 E. 6th Avenue, Vancouver (the “**Property**”) in the City’s burgeoning Mount Pleasant Industrial Area. The salient information for the Property is summarized in this Invitation to Offer (the “**ITO**”).

The City invites offers to purchase or lease the Property (“**Offers**”) from prospective purchasers or lessees (“**Offerors**”) in accordance with the terms and conditions provided in this ITO, subject always to the condition that the City assumes no legal duty or obligation in doing so unless and until the City accepts a valid offer by resolution of Vancouver City Council and enters into a binding contract of purchase and sale or a binding lease with the successful Offeror. In all cases, Offerors are to submit all offers knowing that the Property is to be sold or leased on an as-is, where-is basis.

The ITO process is expected to unfold as per the schedule below, though the dates provided are subject to change. The City reserves the right to modify these milestones and timelines at its sole discretion. For more detail, refer to **Schedule J**.

ITO Milestone

- ITO available
- Deadline for Submissions
- Offer Review and Selection Process
- Council Approval of Selected Offer
- Fully Executed Offer to Sale or Lease
- Transaction Closing Date (if Sale)

Date

September 20th, 2019
November 28th, 2019
December 2nd - December 20th, 2019
January 14th, 2020 (target date)
January 17th, 2020 (target date)
February 1st, 2020 (or as agreed)

1.2 The Opportunity - Prime Industrial and Office Development Site

The Property is located in the Mount Pleasant Industrial Area between Main Street and Quebec Street. Mount Pleasant is designated as industrial in the Regional Growth Strategy and is centrally-located, close to transit, has a mix of land uses, and is close to housing and amenities like cafes, parks, and shops. These factors are attracting an increasing number of digital and creative businesses, making Mount Pleasant a major cluster within Vancouver's growing innovation economy.

The Property is shown in the rendering below, viewed to the northwest:



Image Source: Google Maps

The City originally acquired the Property from the Vancouver School Board in 1998 to support a plan extending Kingsway to Quebec Street, a plan that was subsequently abandoned. The City had been leasing the property to a long-term tenant, but the lease has since been terminated. The former tenant presently holds a month-to-month license to use a portion of the Property two-days per week and is expected to vacate within one year.

The parking lot on the Property is presently being operated by EasyPark on behalf of the City.

1.3 Location and Neighbourhood Features

Located in the western portion of Mount Pleasant, the Property is bounded by Quebec Street to the west, laneways to the north and east, and E. 6th Avenue to the south. The site is approximately 50 metres to the west of Main Street, a key arterial, and is approximately 400 metres from a new subway station planned for Main Street at Broadway. Main Street is the principal north/south transportation route linking downtown to key transportation conduits, namely Hastings Street, Terminal Avenue/1st Avenue, Grandview Highway/12th Avenue, and Kingsway.

The Property is shown again in the rendering below, viewed to the northeast:

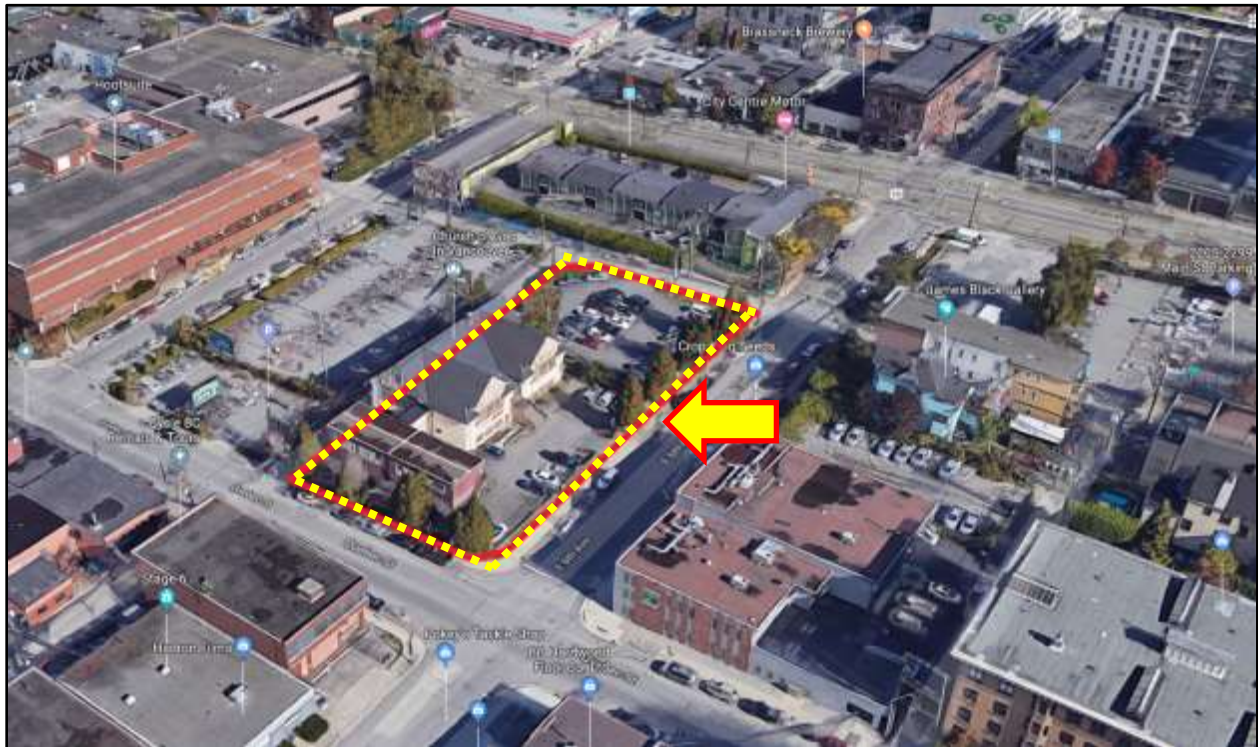
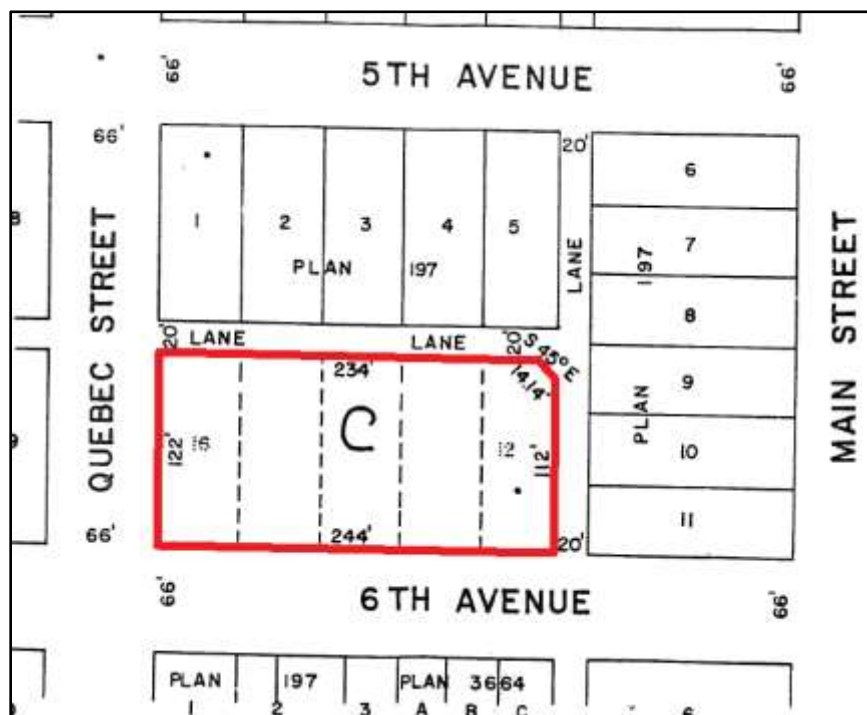


Image Source: Google Maps

The Property is immediately south and adjacent to the proposed Hootsuite campus which is expected to be developed in phases over the next few years. Mount Pleasant has seen increasingly rapid development in recent years, welcoming companies such as Sega's Relic Entertainment, Sage Wellness, and DHX Media, to an already robust roster of innovation sector employers, including Hootsuite. The neighbourhood offers a selection of Vancouver's best-known craft breweries, eateries, and coffee shops, adding appeal for potential users of the Property.

1.4 Site Particulars

The Property is comprised of one legal parcel and is essentially rectangular in shape. The total area of the Property is approximately 2,759 square meters (29,698 square feet). Frontages are approximately 37.06 meters (122 feet) on Quebec Street along the western edge of the site and approximately 74.31 meters (244 feet) on E. 6th Avenue along the southern edge. The site measures approximately 71.36 meters (234 feet) along its northern edge and 34.11 meters (112 feet) along its eastern edge. The Property slopes moderately downward to the north and west.



Legal Description

The Property is legally described as follows:

PID: 015-558-975

LOT C (Explanatory Plan 8505) BLOCK 30, DISTRICT LOT 200A, PLAN 197 (the "Land")

Municipal Address

123 E. 6th Avenue, Vancouver, B.C.

A copy of the title search for the Property is attached as **Schedule A**. Copies of the Legal Plans are attached as **Schedule B**.

1.5 Charges on Title

There is only one legal notation on title, a copy of which is attached as **Schedule C** for information purposes only. This is a Notice of Interest under the B.C. Builders Lien Act (S. 3(2)) No. BN99039. The purpose of this notice, which is typically filed on all City-owned properties is to protect the City, as owner, from liability for work that may be carried out by a tenant. All Offerors should obtain independent legal advice regarding the legal notations and charges and should not rely on this summary.

1.6 Environmental Site Assessment

A Phase 1 Environmental Site Assessment was conducted by ACM Environmental Corporation in July 1998 when the City purchased the Property. The report stated that “no environmentally significant commercial uses of the subject property were discovered” and there was “no evidence in the archival information and visual inspection conducted suggesting the property may have contamination.” The report concluded that “the property is considered to have a negligible risk of environmental contamination contained within some regulated building materials,” and that “no further investigation for environmental risks is recommended for this property.” The property has not been used for environmentally significant uses since it was acquired.

A copy of the Environmental Site Assessment from 1998 is attached as **Schedule D**. The supporting report is currently available for review at the request of qualified Offerors with the signing of a Non-Disclosure Agreement (the “**NDA**”) in the form attached as **Schedule E**.

The summary is attached for information purposes and **is not to be relied on** by any Offeror.

An updated Phase 1 Environmental Site Assessment is underway, the results of which will be made available to Offerors prior to the Offer Closing Time. As with the results from the earlier Environmental Site Assessment, the updated results should not be relied upon by any Offeror.

1.7 Tax Assessment

BC Assessment presently classifies the Property as Class 8 (Recreational Property/Non-Profit Organization) but will likely reclassify the Property as Class 6 (Business & Other) when redeveloped. The 2019 Assessment is the most recent assessment for the Property, and is split between land and improvement values as follows:

Land Value	\$ 49,959,000
<u>Improvement Value</u>	<u>\$ 410,000</u>
<u>Total Assessed Value</u>	<u>\$ 50,369,000</u>

The Property is largely vacant with the exception of the Simon Fraser Annex building and is currently exempt from property taxes due to its municipal ownership. The current mill rate for Class 6 properties is \$9.32931 per \$1,000 of assessed value, giving an estimate of 2019 gross taxes at \$469,908, though the Offeror should verify this estimate. Please refer to **Schedule F** for a copy of the Property Tax Information.

1.8 GST and Taxes

Any GST (or any successor tax that may replace or supersede the GST) or other applicable taxes, including without limitation, property transfer tax payable on the purchase of the Property, or other transactional tax payable on the registration of a lease in favour of the Offeror against title to the Property, will be the responsibility of the Offeror.

1.9 Zoning

The Property was rezoned under the I-1B District Schedule, pursuant to the City of Vancouver Zoning and Development By-law, in 2017. The Property is shown in context with its surroundings in the zoning map below:

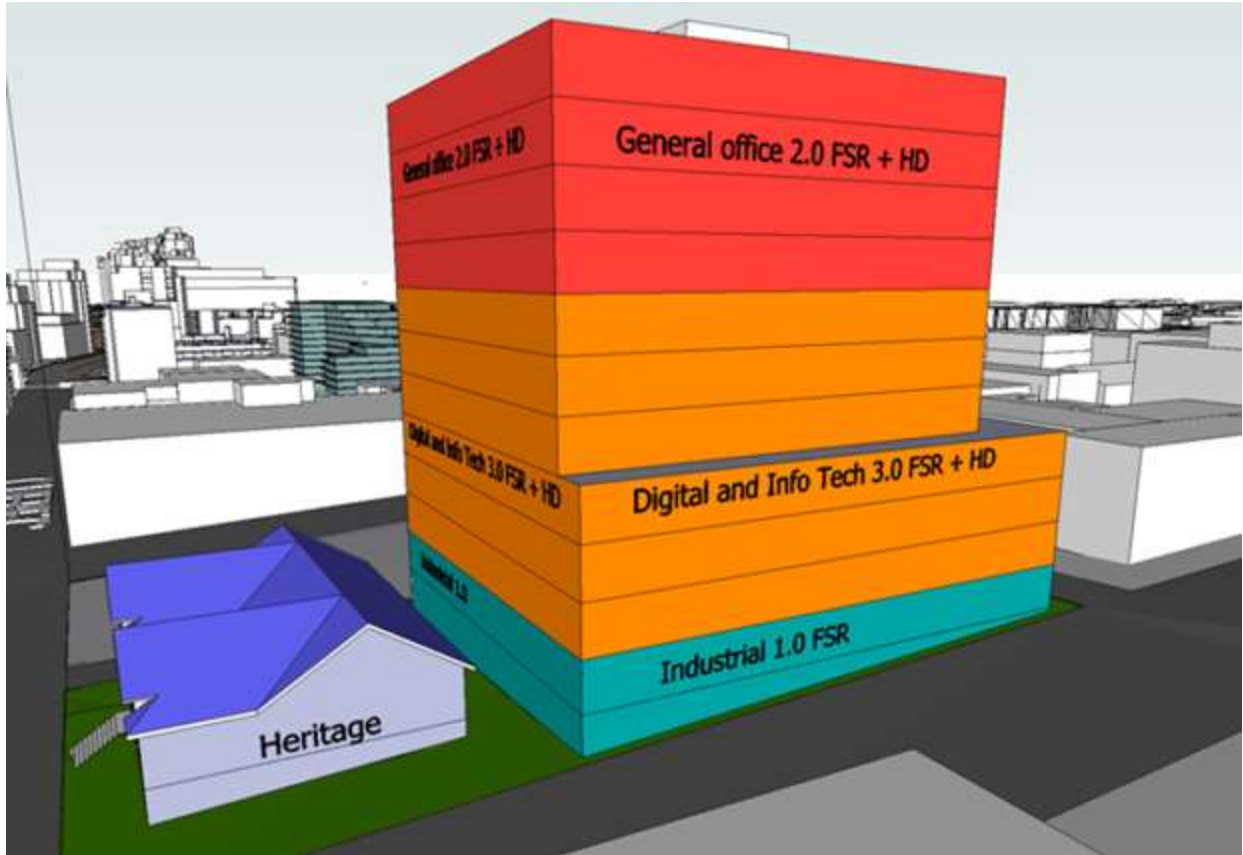


Image Source: VanMaps

The primary intent of the I-1B District Schedule is to permit light industrial uses, including those with a significant amount of research and development activity, that are generally compatible with one another and with adjoining residential or commercial districts. Complementary commercial uses, including office and retail, with a particular focus on digital entertainment and information communication technology use, are also permitted, subject to the limitations in the schedule. See **Schedule G** for the I-1B zoning details.

The I-1B designation allows an outright density of 3.0 FSR but allows for higher densities under an amenity share cost schedule, as per Schedule F of the Zoning and Development By-law, potentially allowing for: 1.0 FSR for industrial uses; 2.0 FSR for general office uses; and, 3.0 FSR for digital entertainment and information technology uses, for a total FSR of 6.0. Offerors should be aware that densities beyond 3.0 require the payment of amenity share costs, as per the Zoning Bylaw; the relevant information is also included in Schedule G. The I-1B designation also allows for the consideration of additional density, up to a maximum of 10%, and additional height, up to the underside of the view cone (30ft above the I-1B height limit, or 160ft), subject to the onsite relocation, designation and conservation of the Simon Fraser Annex (the “**Annex**”), a Heritage-B candidate building, and overall urban design performance to the satisfaction of the Director of Planning. While the zoning presents the retention of the Annex as an option, the City, in its capacity as landowner, will require heritage retention of the Annex as a condition of sale or lease.

The City’s Real Estate Services department, in its capacity as land owner, and not in a regulatory capacity, has interpreted the I-1B district schedule to indicate that a built form similar to what is shown below may be permissible:



The built form shown above assumes a restored and relocated Annex building and includes approximately 80,000 square feet of gross office space, and 89,000 square feet of gross industrial space in a newly-constructed building. The restored Annex building is estimated to approximately provide another 10,800 gross square feet to the site.

1.10 Development Requirements

The following are conditions that are expected to be required for development of the Property, noting that further conditions will be determined through the development permit process:

- Relocation and Heritage Restoration of the Simon Fraser Annex Building

The original Simon Fraser Annex building must be relocated and repositioned such that the principal elevation fronts Quebec Street on the western edge of the Property. It is likely that the building will need to be moved more than once over the course of the redevelopment of the site.

Relocation and restoration of the Simon Fraser Annex building must begin within six (6) months of issuance of a Development Permit and Heritage Alteration Permit for the site.

The purchaser/lessee must submit a conservation plan of the Simon Fraser Annex building outlining strategies for heritage conservation, full structural retention, and seismic upgrades appropriate for proposed uses. This Conservation Plan should be developed concurrently with retention drawings and relocation plans and presented for approval of the Director of Planning prior to application for a development permit.

Following receipt of Development Permit application documentation, the purchaser/lessee must deliver a Simon Fraser Annex building heritage conservation presentation to the Vancouver Heritage Commission.

The purchaser/lessee must agree to add the Simon Fraser Annex building to the Vancouver Heritage Registry and pursue voluntary heritage designation. Subject to Council approval, a Heritage Designation By-law must be enacted and noted on title and a Heritage Restoration Covenant, including a waiver of compensation, are anticipated to be required to be registered on title before the issuance of a Development Permit and Heritage Alteration Permit (Prior-to conditions of the Development Permit).

- Assumption of License

The purchaser/lessee must assume the existing license between the City and the current licensee of the Annex. The month-to-month license allows the licensee use of the Annex two days per week (Saturdays and Sundays) and may be terminated by either party with 30-days' written notice. A copy of the license may be found on the FTP site after signing the NDA.

The parking lot on the Property is presently being operated by EasyPark on behalf of the City, but no license or lease agreement exists for the purchaser/lessee to assume.

1.11 Proposed Means of Disposition - Sale or Long-term Lease

The City, by this ITO, is inviting offers to either:

- purchase the Property on a fee-simple basis; or
- lease the Property for one hundred two (102) years.

Offerors may submit an offer to either lease or purchase the Property, or may submit offers to do either, as alternates. The City will evaluate all received Offers against each other to determine the best overall value to the City. The preferred offer, if any, will be recommended to Vancouver City Council for approval and Council approval is required prior to entering into a sale or lease agreement.

Seller's Form of Sale Contract

Offerors should review the Seller's Form of Sale Contract (the "**Sale Contract**") attached as **Schedule H** in detail as this will be the form of contract of purchase and sale between the

successful Offeror and the Owner. Offerors should obtain independent legal advice as necessary.

Offer Process for Purchase

Offerors should submit their Offers as follows:

The Offeror should offer a Purchase Price (as defined in Section 1.1 of the Sale Contract) for the Property under current zoning that reflects the requirement for the on-site relocation and restoration of the Simon Fraser Annex building. The City will not retain any ownership or claim to the restored Annex building, nor will any compensation be provided in relation to the heritage designation and Offers should reflect this.

Lessor's Form of Lease

Offerors should review the Lessor's Form of Lease (the "**Lease Contract**") attached as **Schedule I** in detail as this will be the form of the lease between the successful Offeror and the City, subject to final negotiations. Offerors should obtain independent legal advice as necessary.

Offer Process for Lease

The ITO provides for the opportunity for the long-term lease of the Property. Offerors will enter into a 102-year lease (99-years operating, plus 3-years allowance for development, with no right of renewal) for the Property that will commence after Council approval of the lease terms and finalization of the lease agreement. The Offeror should offer a prepaid rent for the Property under current zoning that reflects the requirement for the on-site relocation and restoration of the Simon Fraser Annex building. The City will not retain any ownership or claim to the restored Annex building until the termination of the Ground Lease and Offers should reflect this. Rent will be prepaid and payable upon execution of the lease.

1.12 Further Information

Any additional questions should be directed in writing via email to:

Donabella Bersabal
Contracting Specialist
Supply Chain Management
City of Vancouver
Email: donabella.bersabal@vancouver.ca

For convenience, a timeline for this Invitation to Offer process is provided as **Schedule J**.

1.13 Confidentiality and Application of Freedom of Information Legislation

The City is subject to the British Columbia *Freedom of Information and Protection of Privacy Act*. All information submitted to the City becomes the property of the City, will be received

and held in confidence by the City and the information will not be disclosed except to the extent necessary for carrying out this agreement or as required by law.

1.14 Note to Offerors

This Sale/Lease Package has been prepared and is administered by the City of Vancouver's Supply Chain Management group independent of City of Vancouver staff who have regulatory control or duties relating to the Property. An Offeror must not rely on the contents of the Schedules included in this ITO and must acknowledge, and is hereby now notified, that the information residing in files or databases or within the knowledge of City staff working on the Property other than in the Supply Chain Management and/or Real Estate Services Groups have not necessarily been incorporated into this ITO and, if not so incorporated, cannot be deemed or interpreted as the City acting through the Supply Chain Management and/or Real Estate Services Groups.

Each Offeror now agrees to submit an Offer only on the same basis as property being offered for sale or lease by an owner other than a public regulatory body and now waives all rights and/or recourse, both in law and in equity, which might arise by virtue of the fact that information was known to the City as seller/lessor and the City failed to disclose it because it failed to cross-reference all its files, databases and City staff with the action taken by the City's Supply Chain Management and/or Real Estate Services Groups in offering the Property for sale or lease.

SECTION 2.0 RULES GOVERNING ITO PROCESS

2.1 General Rules on Submitting an Offer

2.1.1 *Form of Offer*

The Offer should be submitted in the form set out in Section 4.0 of this ITO and should be completed in its entirety. **An authorized signatory for the Offeror should initial in the space provided at the bottom of each page and return every page of this ITO in its entirety.**

2.1.2 *All Offers are irrevocable for 120 Days*

The offer closing time is 3:00PM Thursday, November 28th, 2019 (the “**Offer Closing Time**”), and all Offers (including, without limitation, the offers to purchase or lease contained in them) are irrevocable and will remain open for acceptance by the City for 120 calendar days after the Offer Closing Time.

2.1.3 *Deliver Prior to Offer Closing Time*

It is the sole responsibility of the Offeror to deliver its Offer to the Supply Chain Management Office at the address set out in Section 2.2.4 before the Offer Closing Time.

2.1.4 *Late or Faxed Offers May be Rejected*

Offers which arrive after the Offer Closing Time or without the Initial Deposit (see Section 2.2.3) may be returned unopened. Faxed Offers will not be accepted.

2.2 How to Prepare and Submit your Offer

2.2.1 *Offers Should Use Correct Legal Name*

The name of the Offeror inserted in the Offer should be the Offeror’s exact legal name.

2.2.2 *No Changes to Text or Form of the ITO*

Changes or amendments to the pre-printed text or form of the ITO which constitutes the Offer may not be accepted. All corrections to information inserted in the Offer by the Offeror should be made in ink and have the authorized signatory’s initials entered beside the correction.

2.2.3 *Deposit Must Accompany Offer*

A deposit of \$1,000,000.00 (the “**Initial Deposit**”) payable to the **City of Vancouver** must be enclosed with the Offer and will be held by the City as a deposit on account of the Offeror’s Offer to purchase or lease the Property. If the City does not accept the Offeror’s Offer by the date set out in Section 2.1.2, the City will return the Initial Deposit promptly on request or without request within a reasonable period of time. If the City accepts the Offeror’s Offer, the Initial Deposit must be increased as set out in Section 3.3 of this ITO.

The Initial Deposit must be in the form of a bank draft consistent with the currency/method of payment requirements set out in the Seller’s Form of Sale attached as **Schedule H** (the “**Sale Contract**”) or as set out in the Lessor’s Form of Lease Contract attached as **Schedule I** (the “**Lease Contract**”). Any interest which accrues on an Initial Deposit held by the City will accrue to the benefit of and be retained by the City, regardless of whether the City accepts the Offer.

2.2.4 *Additional Documentation*

Offerors are encouraged to include documentation highlighting their financial capability and real estate development experience to aid in the evaluation of Offers.

2.2.5 *Offer and Deposit in Sealed/Specially Marked Envelope*

Both the Offer and the Initial Deposit must be enclosed in a sealed envelope clearly addressed on the outside of the envelope with the following:

Offer and Deposit for:

PS20191328 - Mount Pleasant Industrial Area Development Site
City of Vancouver - Supply Chain Management Office
453 West 12th Avenue, 4th Floor
Vancouver, British Columbia, Canada, V5Y 1V4

2.3 *Commission*

If an Offer is submitted by an agent of the Offeror who is the holder of a valid and subsisting agent’s license (hereinafter called the “**Agent**”) pursuant to the Real Estate Services Act, S.B.C. 2004, Chapter 42, and the City is so advised by separate written notice on the Agent’s letterhead which is attached to the submitted Offer, the City shall pay to the Agent, once the transaction contemplated by the Offer has been completed on the Closing Date in accordance with either the Sale Contract or the Lease Contract and the City has received the proceeds due to the City on the Closing Date in accordance with the Vendor’s Statement of Adjustments approved by the Owner, a sum of money representing one percent of the Purchase Price or prepaid Rent. In determining which Offer contains the highest Purchase Price or prepaid Rent, the City shall deduct any real estate commission payable by the City pursuant to this section 2.3.

2.4 Legal Terms and Conditions

2.4.1 *No Legal Obligation Assumed by City until Signed Contract*

The City does not assume any legal duty or obligation in respect of this ITO (except to return the Initial Deposit to any Offeror whose Offer is not accepted by the date referred to in Section 2.1.2), unless and until the City accepts a valid Offer subject to Council approval, obtains such approval and the authorized signatories for the City have signed the Sale or Lease Contract and then only those duties and obligations which are expressed in the Sale or Lease Contract will apply. No Offer will be considered, accepted by, or binding on the City unless and until the authorized signatories for the City have signed the Sale or Lease Contract and forwarded an executed copy to the Offeror.

2.4.2 *“Losses” is Defined Term*

In this Sale Package, “Losses” means, in respect of any matter, all

- (a) direct and
- (b) indirect and consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise).

2.4.3 *Legal Rights and Obligations Subject to this Section 2.4*

Despite any other term, express or implied, of this ITO, the City and the Offeror agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the ITO process (as opposed to a Sale or Lease Contract) will be absolutely and unconditionally subject to this Section 2.4.

2.4.4 *Offeror’s Risk/Cost*

The Offeror acknowledges that the City is a public body required by law to act in the public interest. While the City has every intention of conducting the ITO process in a fair and impartial manner, in no event does the City owe to any Offeror:

- (a) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the ITO process; or
- (b) a contract or tort law duty to preserve the integrity of the ITO process,

and the Offeror now assumes and agrees to bear all Losses arising from participating in the ITO process, including all costs and expenses incurred by the Offeror in preparing its Offer. Without in any way limiting the general scope of this Section 2.4, and by way of example and illustration only,

-
- (c) the highest or any Offer need not necessarily be accepted and the City may reject any and all Offers at any time without further explanation (by way of further example, if the City determines that all Offer prices are too low), or accept any Offer considered advantageous to the City, or may subsequently advertise the Property for disposition in any manner that the City chooses;
 - (d) Offers which contain qualifying conditions, excepting conditions relating to rezoning or ODP amendments or conditions precedent to purchase and sale or lease, or otherwise fail to conform to the requirements of this ITO may be disqualified or rejected. The City may waive any non-compliance with this ITO, specifications or any conditions, including the time of delivery of anything required by this ITO and may at its sole discretion elect to retain for consideration Offers which are nonconforming because they do not contain the content or form required by the ITO or because they have not complied with the City's submission rules contained in this ITO; and
 - (e) the City may, at any time prior to signing a Sale or Lease Contract, negotiate changes to terms and conditions of the Sale or Lease Contract with any one or more of the Offerors without having any duty or obligation to advise any other Offerors or to allow them to vary their Offer prices as a result of such changes and the City will have no liability to any other Offeror as a result of such negotiations or modifications.

2.4.5 Release

The Offeror now releases the City from all liability for any Losses in respect of:

- (a) any alleged (or judicially imposed) breach by the City of the ITO process (it being acknowledged and agreed that, to the best of the parties' knowledge, the City has any obligation or duty under the sale process which it could breach (other than wholly unanticipated obligations or duties merely alleged or imposed judicially));
- (b) any unintentional tort of the City occurring in the course of conducting the ITO process;
- (c) the Offeror preparing and submitting an Offer;
- (d) the City accepting or rejecting the Offeror's Offer;
- (e) the manner in which an Offer is selected or in which no Offer is selected; and
- (f) the Offeror, if any, with whom the City enters into a Sale or Lease Contract.

2.4.6 Indemnity

The Offeror now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Offeror or any of its contractors or agents alleging or pleading:

-
- (a) any alleged (or judicially imposed) breach by the City of the ITO process (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the ITO process which it could breach (other than wholly unanticipated obligations or duties merely alleged or imposed judicially));
 - (b) any unintentional tort of the City occurring in the course of conducting the ITO process; or
 - (c) liability on any other basis related to the ITO process,

excepting and excluding always all legal rights and obligations as between the successful Offeror (if any) and the City which will be created if the Offer is accepted by the City, Council approval is obtained and the authorized signatories for the City have signed both the acceptance page of the Offer and the Sale or Lease Contract attached hereto.

2.4.7 Limitation

If, with respect to anything relating to the ITO process, the City is found to have breached any duty or obligation of any kind to the Offeror or its contractors or agents whether at law or in equity or in contract or in tort, or is found liable to the Offeror or its contractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

2.4.8 Dispute Resolution

Any dispute relating in any manner to the ITO process (except only disputes arising between the City and the successful Offeror with whom the City has entered into a Sale or Lease Contract) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), as amended or replaced from time to time, and as follows:

- (a) the arbitration will take place in Vancouver, British Columbia and will be conducted by a sole arbitrator who will be selected by the City, and
- (b) Sections 2.4.5, 2.4.6 and 2.4.7 will:
 - (i) bind the City and the Offeror and the arbitrator, and
 - (ii) survive any and all awards made by the arbitrator, and
- (c) the Offeror will bear all costs of the arbitration.

2.5 Offeror's Conditions on Sales or Lease

The Offeror acknowledges that it will only submit an Offer in response to this ITO that is subject to those conditions set out in section 4.3 if an Offer to Purchase or section 4.5 if an Offer to Lease, which conditions shall be limited to those which a sophisticated purchaser or lessee of land purchasing or leasing property on an "as is, where is" basis could conduct.

The Offeror hereby releases the City from all Losses in any manner related to or arising from the Offeror's reliance on any information contained within this ITO, including, without limitation, all Schedules attached hereto, or information (verbal or written) provided at any time by officials or employees of the City.

2.6 Evaluation of Offers

Offers will be evaluated by representatives of the City on the basis of the overall best value to the City based on the proposed Purchase Price, the proposed Rent, and any other criteria deemed to be in the interests of the City, including, but not limited to:

- (a) the extent and nature of any conditions precedent to the purchase and sale or lease;
- (b) the financial capacity of the Offeror to obtain financing;
- (c) the Offeror's skills, knowledge and previous development experience;
- (d) the Offeror's business reputation and capabilities;
- (e) the Offeror's adherence to the Sales Contract and/or Lease Contract instruments included as schedules in this ITO; and
- (f) any other criteria set out in this Invitation to Offer or otherwise reasonably considered relevant.

The City reserves the right to retain complete control over the ITO process at all times until the execution and delivery of the Sale Contract or Lease Contract. Accordingly, the City is not legally obligated to review, consider or evaluate the Offers and need not necessarily review, consider or evaluate the Offers in accordance with the procedures set out in this ITO. The City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Offers at any time without further explanation or notification to any of the Offerors, subject only to the express legal terms and conditions which bind the City.

The City may elect to short list Offers and evaluate the Offers in stages. Short-listed Offerors may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, furnishing additional technical data and proposing amendments to the Sale or Lease Contract. The City will be at liberty to negotiate in parallel with one or more short-listed Offerors, or in sequence, or in any combination, and may at any time terminate all or any one set of negotiations with the short-listed Offerors.

Prior to approval of an Offeror, the City must be satisfied as to the Offeror's financial stability. Offerors may be asked to provide evidence of financing, annual financial reports or a set of financial statements prepared by an accountant and covering the Offeror's last two fiscal years.

The selection of an Offer is not intended to substitute for any application process and the successful proposal must be approved through regular Planning and Development application processes.

2.7 No Effect on Vancouver Charter Rights

Nothing in this ITO will operate, if the City so elects, to affect or derogate from the City's powers, rights, duties and obligations under the Vancouver Charter as amended or replaced from time to time, and the City may, if the City so elects, exercise and carry out any and all of its powers, rights, duties and obligations under the Vancouver Charter as though any agreement resulting from this ITO had never been made.

SECTION 3.0
TERMS AND CONDITIONS OF PURCHASE AND SALE OR LEASE

3.1 Offers to Purchase or Lease

For Offers to Purchase, as part of its Offer, Offerors will indicate any proposed variations to the form of Sale Contract attached as **Schedule H**, including all conditions precedent intended to be to the benefit of the Buyer. The City reserves the right to negotiate further conditions precedent to the benefit of the Seller. The parties will settle, and the Buyer will execute the Sale Contract, no later than December 31st, 2019, and prior to Council Approval. Following Council Approval, the City's authorized signatory will execute and return a copy of the Sale Contract within thirty (30) calendar days.

For Offers to Lease, as part of its Offer, Offerors will indicate any proposed variations to the form of Lease attached as **Schedule I**, including all conditions precedent intended to be to the benefit of the Lessor. The City reserves the right to negotiate further conditions precedent. The parties will settle, and the Lessor will execute the Lease Contract, no later than December 31st, 2019, and prior to Council Approval. Following Council Approval, the City's authorized signatory will execute and return a copy of the Lease Contract within thirty (30) calendar days.

3.2 Offeror Assumes Risk of Buying or Leasing "As Is, Where Is"

For Offers to Purchase, the successful Offeror assumes all risks of purchasing the Property on the basis set out in Section 5.4 of the Sale Contract and releases the City as set out in Section 5.5 of the Sale Contract.

For Offers to Lease, the successful Offeror assumes all risks of leasing the Property on the basis set out in **Section X.X** of the Offer to Lease and releases the City as set out in **Section X.X** of the Lease Contract.

3.3 Approval by City Council and Increase of Initial Deposit

For Offers to Purchase, within 48 hours following execution of the Sale Contract by both parties, the Buyer will, increase the Initial Deposit in accordance with Section 2.3 of the Sale Contract, so that the total deposit (including the Initial Deposit) will be the greater of \$5.0 million or 20% of the Purchase Price set out in the Section 4.2 of the Offer and this deposit will be a credit against the Purchase Price paid upon closing.

For Offers to Lease, within 48 hours following execution of the Offer to Lease by both parties, the Lessor will increase the Initial Deposit in accordance with Section 4.4 of the Offer to Lease, so that the total deposit (including the Initial Deposit) will be the greater of \$5.0 million or 20% of the Prepaid Rent Amount set out in the Section 4.4 of the Offer to Lease. This deposit will be a credit against the Prepaid Rent Amount paid upon execution of the Lease Contract by both parties.

SECTION 4.0
OFFER/ACCEPTANCE SECTION - PURCHASE AND SALE OR 102-YEAR LEASE

4.1 Offeror's Intention to Purchase or Lease

Offerors may submit an Offer to Purchase and/or an Offer to Lease:

4.1.1 I/we, the Offeror, intend to submit an Offer to Purchase as per Sections 4.2 through 4.3: Yes ☐ No ☐ (check one)

4.1.2 I/we, the Offeror, intend to submit an Offer to Lease as per Sections 4.4 through 4.5: Yes ☐ No ☐ (check one)

4.2 Offer to Purchase

To: CITY OF VANCOUVER

Office of Director of Real Estate Services

I/We now offer to purchase from the City of Vancouver, the Property located at 123 E. 6th Avenue, Vancouver, B.C., legally described in this ITO, for the sum of:

\$ _____,
(the “Purchase Price”) on the terms and conditions contained in this ITO, including the Sale Contract, all of which will survive the completion of the purchase and sale of the Property.

The Purchase Price, less deposits received, is payable upon closing.

My/Our certified cheque or bank draft for \$1,000,000.00 is enclosed as the Initial Deposit to be held on account of my/our offer to purchase the Property.

Dated at _____, British Columbia this _____ day of _____, 2019.

4.3 Conditions on Offer to Purchase

In accordance with Section 4.2 of the Sale Contract, the Offer is subject to the following conditions precedent (if any) in favour of the Offeror to be removed or waived within thirty (30) calendar days after receipt of this offer signed by the City. (attach additional pages as necessary)

[Note to Offeror: Provide condition description and removal date.]

Condition:

Condition Removal Date:

.....	

4.4 Offer to Lease

To: CITY OF VANCOUVER

Office of Director of Real Estate Services

I/We now offer to lease from the City of Vancouver, the Property located at **123 E. 6th Avenue), Vancouver, B.C.**, legally described in this ITO, for a term of 102-years for a rent in the amount of:

\$ _____,
(the “Rent”) on the terms and conditions contained in this ITO, including the Lease Contract, all of which will survive the completion of the lease of the Property.

The **Rent**, less deposits received, is payable within 30-days of the execution, by both parties, of the Lease Contract.

My/Our certified cheque or bank draft for \$1,000,000.00 is enclosed as the **Initial Deposit** to be held on account of my/our offer to lease the Property.

Dated at _____, British Columbia this _____ day of _____, 2019.

4.5 Conditions on Offer to Lease

In accordance with **Section X.X** of the Offer to Lease, the Offer is subject to the following conditions precedent (if any) in favour of the Offeror to be removed or waived within thirty (30) calendar days after receipt of this Offer signed by the City. (attach additional pages as necessary)

[*Note to Offeror:* Provide condition description and removal date.]

Condition:

Condition Removal Date:

.....

4.6 Name, Address and Witnessed Signature Under Seal of Offeror

4.6.1 *Legal Name and Description of Offeror (for Offer to Purchase)*

The complete name of the Offeror is (*complete as applicable*):

- (a) An individual named _____
- (b) A partnership named _____, comprised of the following partners:

[*Note to Offeror:* Insert full legal names and, if partners are corporations, include incorporation/registration numbers for each corporate partner in the spaces provided above.]

- (c) A company named _____, incorporated under the laws of _____ under incorporation No. _____, and, if an extra-provincially incorporated company, registered as an extra-provincial company in British Columbia under registration number _____.

4.6.2 *Address, Contact, Telephone and Fax Number for Offeror (for Offer to Purchase)*

[*Note to Offeror:* Complete all Blanks as applicable.]

Offeror(s) Address:
Contact Person (if other than Authorized Signatory):
Telephone/Fax/E-Mail:

4.6.3 Legal Name and Description of Offeror (for Offer to Lease, if different from above)

The complete name of the Offeror is *(complete as applicable)*:

- (a) An individual named _____
- (b) A partnership named _____, comprised of the following partners:

[Note to Offeror: Insert full legal names and, if partners are corporations, include incorporation/registration numbers for each corporate partner in the spaces provided above.]

- (c) A company named _____, incorporated under the laws of _____ under incorporation No. _____, and, if an extra-provincially incorporated company, registered as an extra-provincial company in British Columbia under registration number _____.

4.6.4 Address, Contact, Telephone and Fax Number for Offeror (for Offer to Lease, if different from above)

[Note to Offeror: Complete all Blanks as applicable.]

Offeror(s) Address:
Contact Person (if other than Authorized Signatory):
Telephone/Fax/E-Mail:

4.6.5 *Witness/Authorized Signatory Name, Address, and Signature*

[*Note to Offeror:* Complete and have signed by Authorized Signatory in presence of Witness.]

<u>Witness to Signature(s):</u>	<u>Authorized Signatory (ies) for Offeror:</u>
Witness:	Authorized Signatory(ies):
<hr/>	<hr/>
Name	Name
<hr/>	<hr/>
Signature	Signature
<hr/>	<hr/>
Address	Address
<hr/>	<hr/>
Telephone No.	Telephone No.
<hr/>	<hr/>
Fax No.	Fax No.

Owner Acceptance

ACCEPTANCE

The Owner now accepts this Offer to _____, subject to approval by Vancouver City Council, on the terms and conditions of this ITO, including:

in the case of Purchase, the Purchase and Sale Contract, and the conditions set out in Section 4 of the Sale Contract, and encloses the Sale Contract, for signature by the Offeror; or,

in the case of Lease, the Lease Contract and the conditions set out in Section 4 of the Lease Contract, and encloses the Lease Contract, for signature by the Offeror.

Date of Owner's Acceptance: _____, 2019.

City of Vancouver

by its authorized signatory(ies):

SECTION 5.0 SCHEDULES

5.1 Legal Effect of Schedules

Except only for the legal description portion of the title search attached as Schedule A, the following Schedules are provided to Offerors for general reference purposes only. Without limiting the general scope and intent of any of the other terms of this ITO, the City and the City make no representations or warranties concerning the completeness or accuracy of the contents of the following schedules. Offerors must not rely on the contents of the Schedules and must independently satisfy themselves as to all aspects of the Property by acquiring information independent of and entirely separate and apart from the attached schedules and without relying in any way on the attached schedules.

Except only for the legal description portion of the title search attached as Schedule A, the following Schedules are provided to Offerors for general reference purposes only. Without limiting the general scope and intent of any of the other terms of this ITO, the City and the City make no representations or warranties concerning the completeness or accuracy of the contents of the following schedules. Offerors must not rely on the contents of the Schedules and must independently satisfy themselves as to all aspects of the Property by acquiring information independent of and entirely separate and apart from the attached schedules and without relying in any way on the attached schedules.

5.2 List of Schedules

The following schedules are attached to this ITO Package and are at all times completely subject to the terms and conditions of Section 5.1:

Schedule A	Copies of Property Titles
Schedule B	Copies of Legal Plans
Schedule C	Copies of Notations on Title
Schedule D	Summary of Environmental Investigations
Schedule E	Non-Disclosure Agreement
Schedule F	Property Tax Information
Schedule G	I-1B District Schedule and Guidelines
Schedule H	Seller's Form of Sale Contract
Schedule I	Lessor's Form of Ground Lease
Schedule J	Invitation to Offer Process Timeline

The following documents are available on the FTP for prospective Offerors who have signed the Non-Disclosure Agreement:

- License Documentation
- Heritage Statement of Significance
- Phase 1 Environmental Site Assessment (July 1998)
- Phase 1 Environmental Site Assessment (October 2019)

**SCHEDULE A
COPIES OF PROPERTY TITLES**

TITLE SEARCH PRINT

File Reference: BA

Declared Value \$ 1857000

2019-09-12, 14:04:17

Requestor: Doris Soo

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

Land Title Office

VANCOUVER

VANCOUVER

Title Number

From Title Number

BM233563

516323

Application Received

1998-08-20

Application Entered

1998-08-21

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

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

Taxation Authority

Vancouver, City of

Description of Land

Parcel Identifier:

015-558-975

Legal Description:

LOT C (EXPLANATORY PLAN 8505) BLOCK 30 DISTRICT LOT 200A PLAN 197

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE BN99039
FILED 1999-04-22

Charges, Liens and Interests

NONE

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

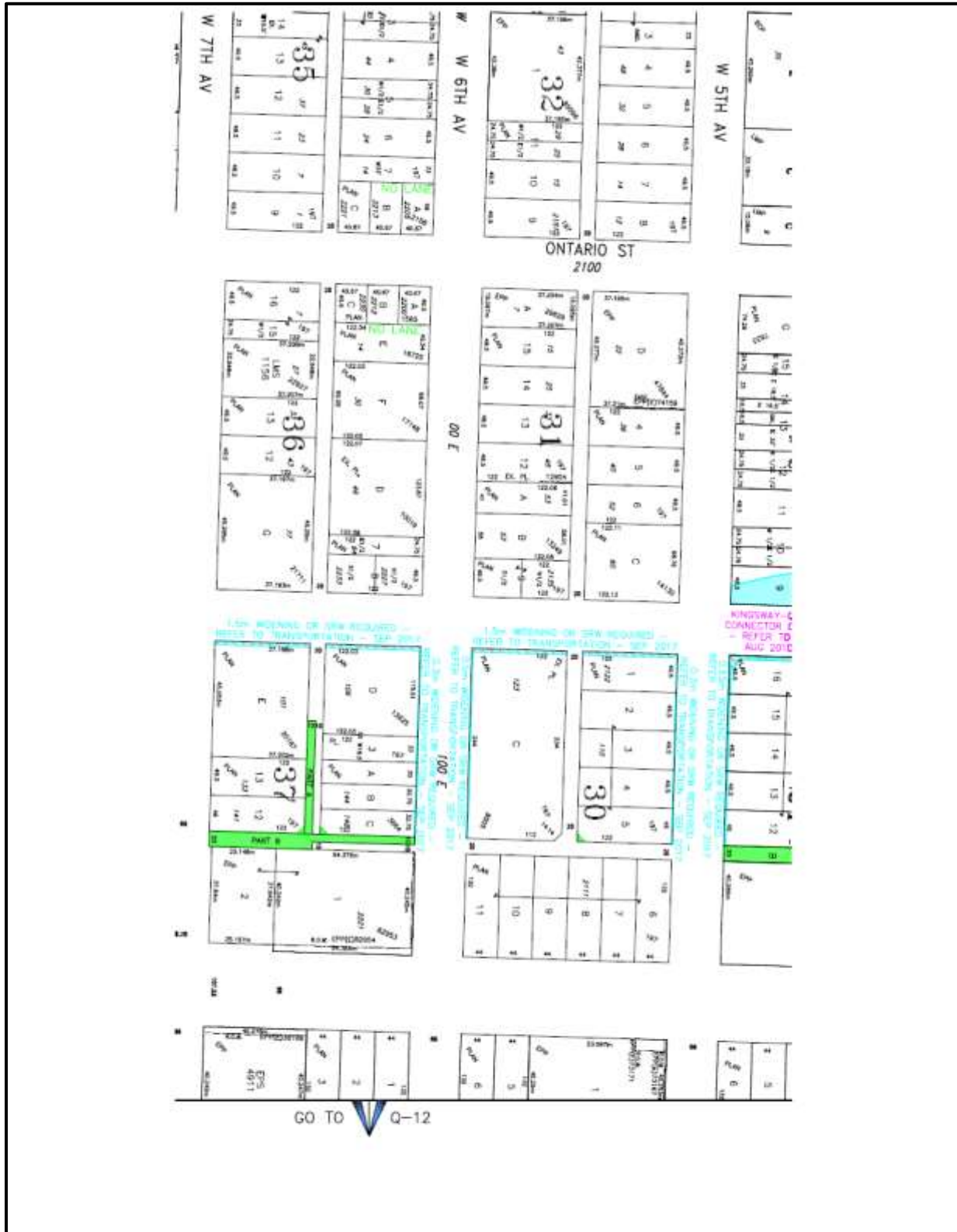
NONE

Title Number: BM233563

TITLE SEARCH PRINT

Page 1 of 1

SCHEDULE B COPIES OF LEGAL PLANS



SCHEDULE C
COPIES OF NOTATIONS ON TITLE

Legal Notation	Lands Charged	Transferor	Transferee	Date Registered	Summary
Notice of Interest, Builders Lien Act (S. 3(2)), see BN99039	LOT C (Explanatory Plan 8505) BLOCK 30, DISTRICT LOT 200A, PLAN 197	N/A	City of Vancouver	4/22/1999	City of Vancouver is an owner as defined in the Act of LOT C (Explanatory Plan 8505) BLOCK 30, DISTRICT LOT 200A, PLAN 197 and not bound by a lien claim unless improvement is undertaken at the express request of the owner.

SCHEDULE D SUMMARY OF ENVIRONMENTAL INVESTIGATIONS

123 East 6th Avenue Phase I Environmental Site Assessment
Vancouver, BC

July
1998

1.0 EXECUTIVE SUMMARY

This report describes the Phase I Environmental Site Assessment A.C.M. Environmental Corporation, (A.C.M.) conducted on the property (Legal Description Block 30, Lots 14 to 16), located at 123 East 6th Avenue near the intersection of Main Street and Kingsway in Vancouver, BC. This report has been written for the purpose of property purchase or financing and is prepared for the use of our client and their financiers only.

The subject property (property) is located on the North side of East 6th Avenue, and is surrounded in all directions by a mixture of light industry and some residential dwellings.

The property is improved by a three story wooden style building with the Vancouver School Board occupying the building at the time of the inspection. The principle building on the property appears to be constructed in a single construction phase with a small number of fabricated annexes added later. A building on the property has been traced back to as far as 1954 from the aerial photographs and 1930 in the Directories. The fire insurance maps show a residential dwelling on the property as far back as 1940.

The immediate surrounding areas to the North, East, South, and West, have been used for commercial and residential purposes only for the better part of this Century.

The purpose of this investigation was to determine the potential of hazardous materials or contamination existing on the property in accordance with *CSA Standard Z768-94 Environmental Site Assessments* and the *American Society of Testing Materials (ASTM) Standard Practice for Environmental Site Assessments E-1527-97*. The scope of this investigation was limited to the potential presence of Underground Storage Tanks (USTs), Asbestos containing materials, Polychlorinated Biphenyls (PCBs), and Lead Based Paints.

No environmentally significant commercial uses of the subject property were discovered during this investigation. There is no evidence in the archival information and visual inspection conducted suggesting the property may have contamination. The property is considered to have a negligible risk of environmental contamination contained within some regulated building materials.

No further investigation for other environmental risks is recommended for this property.

**SCHEDULE E
NON-DISCLOSURE AGREEMENT**



Real Estate Services

NON-DISCLOSURE AGREEMENT

WHEREAS the City of Vancouver is seeking offers to purchase or lease the Property, and the City possesses environmental reports and other documents relating to the Property that it considers sensitive or confidential in nature, the City shall disclose to

_____ (the “Recipient”),

certain Confidential Material of the City for the sole purpose of facilitating the Recipient in its efforts to formulate the terms of its offer (the “Purpose”) and on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual premises and covenants herein, the receipt and sufficiency of which is hereby acknowledged, the City and the Recipient hereby agree as follows:

1.0 DEFINITIONS

1.1 “Affiliate” means an affiliate as defined in the *Business Corporations Act* (British Columbia), as may be amended.

1.2 “Agreement” means this Non-Disclosure Agreement.

1.3 “City” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, and includes, but is not limited to, the Vancouver Police Board, the City’s Board of Parks and Recreation and Vancouver Fire and Rescue Services;

“Property” means those lands with the civic addresses of 123 E. 6th Avenue, Vancouver, and legally described as follows:

PID: 015-558-975

LOT C (Explanatory Plan 8505) BLOCK 30, DISTRICT LOT 200A, PLAN 197

“Recipient’s Team” means any person who is a member of the Recipient’s team, whether such member is an employee, sub-contractor or agent of the Recipient, or any employee or agent of such person.

1.4 “Confidential Material” means all information, in any form or medium, known or used by City or an Affiliate of the City which is not known to the general public, including, but not limited to, the know-how, trade secrets, strategic plans, technical information, product information, supplier information, customer information, financial information, marketing information, tenant information and information as to business opportunities, methods and strategies and research and development of the City and its Affiliates. If and to the extent any Confidential

Material is included in any agreement, report, assessment, diagram, memorandum or other document or copied or reproduced in any other form or medium, such agreement, report, assessment, diagram, memorandum, document or Confidential Material in such other form or medium will be deemed to be Confidential Material.

2.0 TITLE

- 2.1 All right, title and interest in and to Confidential Material will be and remain vested in the City. Nothing in this Agreement obliges the City to disclose Confidential Material to the Recipient or grants the Recipient any license or right of any kind with respect to Confidential Material, except the limited right to use such information solely for the Purpose.

3.0 RECIPIENT'S OBLIGATIONS

- 3.1 The Recipient will use Confidential Material only as strictly required for the Purpose and only in the manner and upon the terms specified in this Agreement.
- 3.2 The Recipient will deal in utmost good faith with the City in its use of the Confidential Material provided by the City.
- 3.3 The Recipient will hold and keep, and will ensure that all of the Recipient's Team will hold and keep, the Confidential Material in confidence and in trust for the City, using at least the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own similar confidential information of like importance and will:
- (a) prevent any access, reproduction, disclosure or use of the Confidential Material not expressly authorized herein,
 - (b) disclose the Confidential Material only to those of the Recipient's Team who have a definable need to know such information for the Purpose, provided that such Recipient's Team are bound by a confidentiality agreement with the Recipient no less restrictive than this Agreement, and in the event the employment or appointment of any such person is terminated, the Recipient agrees to use its best efforts to recover any of the Confidential Material in such person's custody or control. The Recipient will be responsible for all damages arising from any disclosure of all or part of the Confidential Material or any act in contravention of this Agreement by a person to whom such Confidential Material was given by the Recipient as if the disclosure were made or the act performed directly by the Recipient,
 - (c) not, and will ensure that each of the Recipient's Team will not, copy or reproduce any of the Confidential Material, except as strictly necessary in order to carry out the Purpose, and
 - (d) promptly notify the City in writing of any unauthorized copying, reproduction, use or disclosure of the Confidential Material of which the Recipient is or becomes aware, and such notice will include a detailed description of the circumstances of the copying, reproduction, use or disclosure and the parties involved.

4.0 EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS

- 4.1 This Agreement imposes no obligation upon the Recipient with respect to the City's Confidential Material received hereunder that:

-
- (a) the Recipient can promptly demonstrate with documentary evidence was already legitimately known to the Recipient without a duty of confidentiality prior to the disclosure thereof by the City;
 - (b) is lawfully received by the Recipient from a third party, other than a supplier introduced to the Recipient by the City, without a duty of confidentiality;
 - (c) has become general public knowledge through no act or fault on the part of the Recipient or the Recipient's Team; or
 - (d) the Recipient can promptly demonstrate with documentary evidence was independently developed by or for the Recipient without the use of any Confidential Material.

5.0 LEGAL REQUIREMENT TO DISCLOSE

- 5.1 If the Recipient or any of the Recipient's Team is or becomes legally required to disclose any Confidential Material to a government body or court of law, the Recipient agrees, to the extent permissible by law, to give, and will ensure that the Recipient's Team give, the City sufficient advance notice to enable the City the opportunity to contest the disclosure or obtain a protective order.

6.0 WARRANTY DISCLAIMER

- 6.1 All Confidential Material is provided on an "as is" basis, and all representations and warranties, express or implied, including as to its accuracy or completeness, fitness for purpose, merchantability, and non-infringement, are hereby disclaimed.

7.0 INJUNCTIVE RELIEF

- 7.1 The Recipient acknowledges and agrees with the City that:
 - (a) the secrecy of the Confidential Material is of the utmost importance to the City and its tenants, and the Confidential Material is of a sensitive and confidential nature such that monetary damages alone may be inadequate to protect the City's and the tenants' interests against any actual or threatened breach of this Agreement;
 - (b) the covenants and conditions of this Agreement are reasonable and necessary for the protection of the City's and the tenants' business and security and all defences to the strict enforcement thereof by the City are hereby waived by the Recipient to the fullest extent permitted by law, and
 - (c) a violation of any of the provisions of this Agreement will result in immediate and irreparable damage to the City and/or its tenants, and so the City and its tenants will, in addition to any other rights to relief, be entitled to the remedies of specific performance and injunctive or other equitable relief in respect of any actual or threatened breach of this Agreement, without proof of actual damages or the inadequacy of monetary damages.

8.0 GENERAL

- 8.1 Upon the request at any time of the City, the Recipient will promptly destroy all Confidential Material and any copies or reproductions thereof in the Recipient's possession or under its control or in the possession or under the control of any of the Recipient's Team and will certify in writing such destruction or return of all Confidential Material. If compliance with the

foregoing would violate any applicable law or regulation, then such information may be retained provided that it is not used for any purpose other than to evidence the Recipient's compliance with such law or regulation, and such retained information must be maintained in confidence as set forth in this Agreement.

- 8.2 Neither party has an obligation under this Agreement to enter into any other business relationship with the other party.
- 8.3 The Recipient will not, without the written consent of the City, disclose to any third party either the fact that discussions or negotiations are taking place concerning the Property or any of the terms, conditions or other facts with respect to the Property including the status thereof or the subject matter of this Agreement, provided, however, that nothing herein will prevent the Recipient from making such disclosure:
- (a) on a confidential basis to any of the Recipient's Team to the extent such person needs to know such information strictly for the Purpose; or
 - (b) in order to comply with the requirements of applicable securities or other laws.
- 8.4 No waiver, addition to or amendment of this Agreement will be effective unless made in writing signed by authorized signatories of the parties and expressly stated to be a waiver, addition to or amendment of this Agreement. This Agreement states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations hereunder, and the provisions hereof will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 8.5 This Agreement will be governed by and interpreted and construed in accordance with the laws prevailing in the Province of British Columbia and the Recipient irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.
- 8.6 If the Recipient agrees to the terms and conditions of this Agreement the Recipient is required to sign and return this Agreement to the City of Vancouver Supply Chain Management, attention Donabella Bersabal by email to donabella.bersabal@vancouver.ca in order to receive the Confidential Material.

Signed by:

[Print name in full, with title]

[Print Recipient's company name in full]

Date

SIGNATURE

SCHEDULE F PROPERTY TAX INFORMATION

453 West 12th Avenue Vancouver BC V5Y 1V4	CITY OF VANCOUVER PROPERTY TAX CERTIFICATE Printed: Sep 16, 2019 Number: 214556	Within Vancouver, call 3-1-1 Outside Vancouver, call 604.873.7000 TTY Service, call 7-1-1 Fax: 604.873.7051
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*** PLEASE REVIEW THE 'IMPORTANT PROPERTY COMMENTS' IN CONJUNCTION WITH THE OTHER INFORMATION BELOW.***

Owner VANCOUVER (CITY) C/O PROPERTY TAX OFFICE PO BOX 7747 STN TERMINAL VANCOUVER BC V6B 8R1	Folio: 645-186-05-0000 Pid: 015-558-975	Property LTO No.: BM233563 MHR No.: Civic: 123 6TH AVE E Legal: LOT C BLOCK 30 PLAN VAP197 DISTRICT LOT 200A NEW WESTMINSTER Status: ACTIVE
---	--	--

2019 Assessments				
Value Set	Assessment Class	Value Type	Land	Improvements
GENERAL	RezonNon-Profit	GROSS	49,959,000	410,000
GENERAL	RezonNon-Profit	EXEMPT	49,959,000	410,000
			50,369,000	50,369,000

2019 Levies, Grants, Deferrals		Property Taxes Owed As At Sep 16, 2019		2020 Instalments	
Total Levy	479.00	Arrears (2019)	0.00	Payments Made	0.00
Grant Available	0.00	Arrears 2 (2017)	0.00	Interest Earned	0.00
65 and over	0.00	Arrears (2018)	0.00	Adjustments	0.00
Under 65	0.00	Interest to Sep 16, 2019	0.00	Balance as at	0.00
Grant Claimed	0.00	Current (2019)	0.00	Sep 16, 2019	0.00
Deferred	0.00	Penalties	0.00		
		Total Taxes Owed	0.00		

Utilities Charged on Taxes

The following charges are included in the Total Tax Levy indicated above:

Description of Charge	Amount	Covers
ANNUAL FIRELINE - (100MM)	479.00	01-Jan-19 31-Dec-19

Metered Utilities for Account 5002098

Service to this account is billed every four months.

Unpaid Arrears	0.00			
Balance of Last Bill - Due Aug 16, 2019	0.00	Charges on Last Bill		513.96
		Total Discount		-24.47
Account Balance as at Sep 16, 2019	0.00	Payments Applied		-489.48
		Penalties		0.00
		Adjustments		0.00

Utility Charges For:

Description	Amount	Discount Available	Covers	Days	Consumption
Prior Charges That Cover Past Jun 01, 2018					
WATER METERED 2018 Low Season Rate	144.71	7.18	02-Feb-18 31-May-18	119	50.00 Units
WATER METERED 2018 Peak Season Rate	6.10	7.18	01-Jun-18 04-Jun-18	4	50.00 Units
SEWER METERED	121.78	5.80	02-Feb-18 04-Jun-18	123	50.00 Units
Jun 05, 2018 TO Oct 03, 2018					
WATER METERED 2018 Peak Season Rate	255.96	12.44	05-Jun-18 30-Sep-18	118	70.00 Units
WATER METERED 2018 Low Season Rate	5.10	12.44	01-Oct-18 03-Oct-18	3	70.00 Units
SEWER METERED	170.49	8.12	05-Jun-18 03-Oct-18	121	70.00 Units
METER CHARGE 40MM	72.65	3.46	01-Jun-18 30-Sep-18	122	
Oct 04, 2018 TO Feb 05, 2019					
WATER METERED 2018 Low Season Rate	189.55	13.03	04-Oct-18 31-Dec-18	89	89.00 Units
WATER METERED 2019 Low Season Rate	84.11	13.03	01-Jan-19 05-Feb-19	36	89.00 Units
SEWER METERED	223.65	10.65	04-Oct-18 05-Feb-19	125	89.00 Units
METER CHARGE 40MM	73.78	3.51	01-Oct-18 31-Jan-19	123	
Feb 06, 2019 TO Jun 07, 2019					
WATER METERED 2019 Low Season Rate	225.78	11.57	06-Feb-19 31-May-19	115	73.00 Units
WATER METERED 2019 High Season Rate	17.23	11.57	01-Jun-19 07-Jun-19	7	73.00 Units
SEWER METERED	167.41	6.40	06-Feb-19 07-Jun-19	122	73.00 Units
METER CHARGE 40MM	73.53	3.50	01-Feb-19 31-May-19	120	

Important Property Comments

GENERAL	Any applicable Home Owner Grant can be claimed online at vancouver.ca/ehog between mid-May and December 31. Owners need their folio number and access code located on the front of the tax notice.
GENERAL	Information on local improvements, meter or other charges should not be overlooked by the realtors, conveyancers or purchasers. Property purchasers should be afforded all information which can be obtained on their behalf. Please contact the Tax Office for further enquiries.

This information has been generated from our computerized records and to the best of our knowledge is complete and up to date. However, the City of Vancouver assumes no responsibility should any information be inaccurate or misleading as a result of negligence or otherwise. The City shall not be estopped from enforcing its rights to the fullest, as though this information had not been relied upon.

End of Certificate - E & OE

SCHEDULE G
I-1B DISTRICT SCHEDULE & AMENITY SHARE COST SCHEDULE

I-1B

I-1B District Schedule

1. Intent

The primary intent of this schedule is to permit light industrial uses, including those with a significant amount of research and development activity, that are generally compatible with one another and with adjoining residential or commercial districts. Complementary commercial uses, including office and retail, with a particular focus on digital entertainment and information communication technology use, are also permitted, subject to the limitations in this schedule.

2. Outright Approval Uses

2.1 Subject to all other provisions of this By-law, and to compliance with section 2.3 and the regulations of this Schedule, the uses listed in section 2.2 shall be permitted in these districts and shall be issued a permit.

2.2 Uses

2.2.A • Accessory Buildings customarily ancillary to any of the uses listed in this schedule, except that:

- (a) an accessory building must not exceed 4.6 m in height, and must not exceed 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and ridge of a gable, hip, or gambrel roof;
- (b) an accessory building must be situated in the rear yard no less than 3.1 m from the ultimate centre line of any rear or flanking lane; and
- (c) an accessory building's total floor area, measured to the extreme outer limits of the building, must not exceed 10% of the total area of the site.

- Accessory Uses customarily ancillary to any of the uses listed in this section, but not including accessory retail use in conjunction with wholesale uses listed in section 2.2.W, provided that, unless permitted as an outright approval use pursuant to section 2.2 of this schedule, the total floor area of all accessory uses shall not be greater than 33⅓ % of the gross floor area of the principal and accessory uses combined, and provided that the floor area in accessory retail use, except for accessory retail use associated with an Artist Studio, is separated by a wall from the floor area in other uses which shall be inaccessible to the general public.

2.2.C [Cultural and Recreational]

- Artist Studio – Class A, provided that the use must not be combined with a Residential Unit, the change of use must only apply to floor area existing as of May 2, 2017 and any additions are limited to no more than 10 % of existing floor area.
- Arts and Culture Indoor Event.
- Clubs

2.2.I [Institutional]

- Church.

2.2.M [Manufacturing]

- Bakery Products Manufacturing.
- Batteries Manufacturing.

- Chemicals or Chemical Products Manufacturing - Class B.
- Clothing Manufacturing.
- Dairy Products Manufacturing.
- Electrical Products or Appliances Manufacturing.
- Food or Beverage Products Manufacturing - Class B.
- Furniture or Fixtures Manufacturing.
- Ice Manufacturing.
- Information Communication Technology Manufacturing.
- Jewellery Manufacturing.
- Leather Products Manufacturing.
- Miscellaneous Products Manufacturing - Class B.
- Non metallic Mineral Products Manufacturing - Class B.
- Paper Products Manufacturing.
- Plastic Products Manufacturing.
- Printing or Publishing.
- Rubber Products Manufacturing.
- Shoes or Boots Manufacturing.
- Tobacco Products Manufacturing.
- Wood Products Manufacturing - Class B.

2.2.R [Retail]

- Gasoline Station - Full Serve.

2.2.S [Service]

- Animal Clinic.
- Catering Establishment.
- Laboratory.
- Laundry or Cleaning Plant.
- Motor Vehicle Repair Shop.
- Motor Vehicle Wash.
- Photofinishing or Photography Laboratory.
- Production or Rehearsal Studio.
- Repair Shop - Class A.
- School - Vocational or Trade.
- Sign Painting Shop.
- Work Shop.

2.2.T [Transportation and Storage]

- Cold Storage Plant.
- Packaging Plant.
- Storage Warehouse.

2.2.U [Utility and Communication]

- Radiocommunication Station.

2.2.W [Wholesale]

- Lumber and Building Materials Establishment.
- Wholesaling - Class A.
- Wholesaling - Class B, provided that floor area does not exceed 1 000 m².

2.3 Conditions of Use

- 2.3.1 No use listed in section 2.2 of this schedule, except a full serve gasoline station and a lumber store, shall be carried on other than wholly within a completely enclosed building, except for off street parking and loading, heating and mechanical equipment, or other facilities or equipment which in the opinion of the Director of Planning are similar to the foregoing.
- 2.3.2 No use listed in section 2.2 of this schedule shall involve the bulk storage, pending ultimate distribution off site, of explosives, fireworks, ammunition, matches, or flares; radioactive material; rags or cotton waste; and, except for a full serve gasoline station, compressed gas, petroleum, coal or tar products or derivatives.

3. Conditional Approval Uses

- 3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council; and
- (b) the submission of any advisory group, property owner or tenant.

3.2 Uses

- 3.2.A
- Accessory Buildings to any of the uses listed in this schedule, except as provided for in section 2.2.A of this schedule.
 - Accessory Uses customarily ancillary to any of the uses listed in this section, subject to the same provisions as section 2.2.A of this schedule.
 - Accessory Uses customarily ancillary to any of the uses listed in this schedule, other than as provided for in section 2.2.A of this schedule, except that accessory retail use may be approved only in conjunction with manufacturing uses.
- 3.2.AG [Agricultural]
- Urban Farm – Class B.
- 3.2.C [Cultural and Recreational]
- Artist Studio - Class B, provided that the change of use applies to floor area existing as of May 2, 2017 and additions are limited to a maximum of 10 % of the existing floor area.
 - Theatre.
- 3.2.DW [Dwelling]
- Dwelling Unit for a caretaker, watchman or other person or persons similarly employed, if such dwelling unit is considered to be essential to the operation of the business or establishment.
 - Residential Unit associated with and forming an integral part of an Artist Studio - Class B.
- 3.2.I [Institutional]
- Ambulance Station.
 - Public Authority Use.
 - Social Service Centre.

3.2.M [Manufacturing]

- Brewing or Distilling.
- Chemicals or Chemical Products Manufacturing - Class A.
- Food or Beverage Products Manufacturing - Class A.
- Linoleum or Coated Fabrics Manufacturing.
- Machinery or Equipment Manufacturing.
- Metal Products Manufacturing - Class B.
- Miscellaneous Products Manufacturing - Class A.
- Motor Vehicle Parts Manufacturing.
- Non metallic Mineral Products Manufacturing - Class A.
- Rubber Manufacturing.
- Textiles or Knit Goods Manufacturing.
- Transportation Equipment Manufacturing.
- Vegetable Oil Manufacturing.

3.2.O [Office]

- General Office.
- Health Enhancement Centre.

3.2.P [Parking]

- Parking Uses.

3.2.R [Retail]

- Farmers' Market. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
- Public Bike Share.
- Vehicle Dealer.

3.2.S [Service]

- Auction Hall.
- Barber Shop or Beauty Salon.
- Laundromat or Dry Cleaning Establishment.
- Neighbourhood Public House.
- Photofinishing or Photography Studio.
- Print shop.
- Repair Shop – Class B.
- Restaurant – Class 1.
- Restaurant – Class 2.
- School – Arts or Self-Improvement.
- School – Business.

3.2.T [Transportation and Storage]

- Aircraft Landing Place
- Storage Yard.
- Taxicab or Limousine Station.
- Truck Terminal or Courier Depot.
- Weighing or Inspection Station.
- Works Yard.

3.2.U [Utility and Communication]

- Public Utility.
- Recycling Depot.

3.2.W [Wholesale]

- Cardlock Fuel Station.
- Wholesaling - Class B, other than as provided for in section 2.2.WH of this schedule.

- 3.2.Z
- Any other use which is not specifically listed and defined as a use in section 2 of this by-law but which the Director of Planning considers comparable in nature to the uses listed in this schedule, having regard to the intent of this district schedule.
 - Any use which is listed in section 2.2 of this schedule but which does not comply with the provisions of section 2.3.1.
 - Any other use which is not specifically listed in this district schedule but which was a legally conforming use existing as of October 25, 1988.

3.3 Conditions of Use

- 3.3.1 All uses listed in section 3.2 of this schedule, except a Cardlock fuel station, vehicle dealer and transportation and storage uses, shall be carried on wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non industrial districts.
- 3.3.2 No use listed in section 3.2 of this schedule shall involve the bulk storage, pending ultimate distribution off site, of explosives, fireworks, ammunition, matches, or flares; radioactive material; rags or cotton waste; and, except for a Cardlock fuel station, compressed gas, petroleum, coal or tar products or derivatives.
- 3.3.3 No use listed in section 3.2 of this schedule shall involve the storage, other than wholly within a completely enclosed building, of toxic or corrosive chemicals or acids; scrap; fungicides, herbicides or pesticides; paint, varnish, oil shellac or turpentine; grain, hops, or sugar; fish, fish oil or meal, animal oil or fat, or vegetable oil.
- 3.3.4 No use listed in section 3.2 of this schedule shall involve the storage of goods or materials other than wholly within a completely enclosed building unless the yard or portion of the yard containing the goods or materials is enclosed by a suitable fence or wall restricting public access.
- 3.3.5 A Neighbourhood Public House use shall not be located within 300 m of an existing Neighbourhood Public House use.
- 3.3.6 A Restaurant - Class 2 use shall not be located within 200 m of an existing Restaurant - Class 2 use.
- 3.3.7 A lounge use accessory to Brewing or Distilling use shall be carried on wholly within a completely enclosed building.

4. Regulations

All uses approved under sections 2 or 3 of this schedule shall be subject to the following regulations:

4.1 **Site Area** -- Not Applicable.

4.2 **Frontage** -- Not Applicable.

4.3 **Height**

4.3.1 The maximum height of a building shall not exceed 38 m except that:

- (a) for a depth of 6.1 m measured from a property line adjacent to Quebec Street, the height of a building must not exceed 18.3 m, as illustrated in Figure 1;
- (b) for a depth of 4.5 m measured from a property line adjacent to 5th Avenue and 6th Avenue, the height of a building must not exceed 18.3 m, as illustrated in Figure 2;
- (b) for a depth of 9.1 m measured from the property line adjacent to the north-south lane running between 5th Avenue and 6th Avenue, the height of a building must not exceed 18.3m, as illustrated in Figure 3;
- (c) the floor area of any storey located above 18.3 m in height must not exceed 65% of the floor area of the largest storey located at or below 18.3 m; and
- (d) except for those buildings existing as of May 2, 2017, the floor to floor height of the first floor of a building must measure a minimum of 5.35 m.

Figure 1 Height Limit along Quebec Street

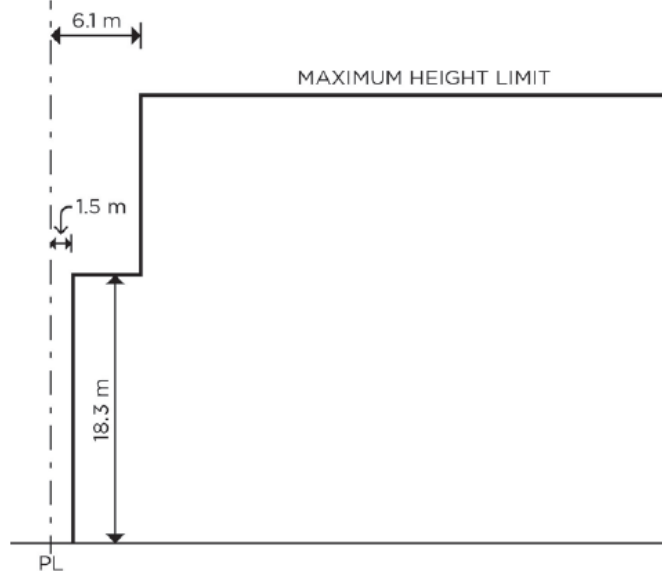


Figure 2 Height Limits along 5th and 6th Avenue

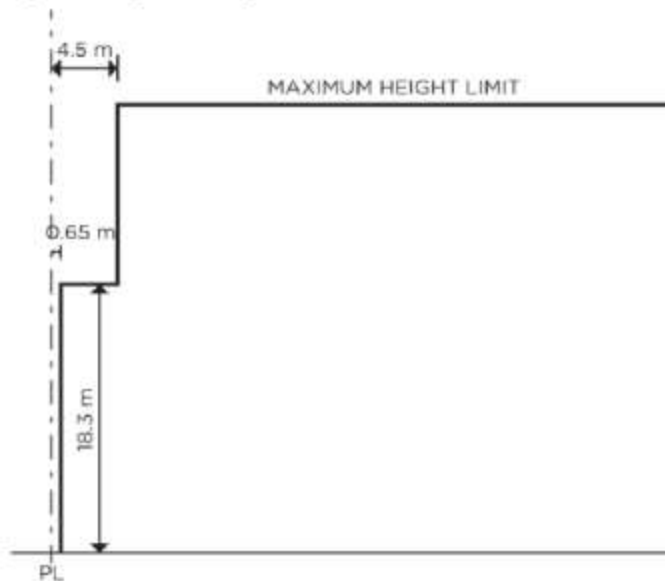
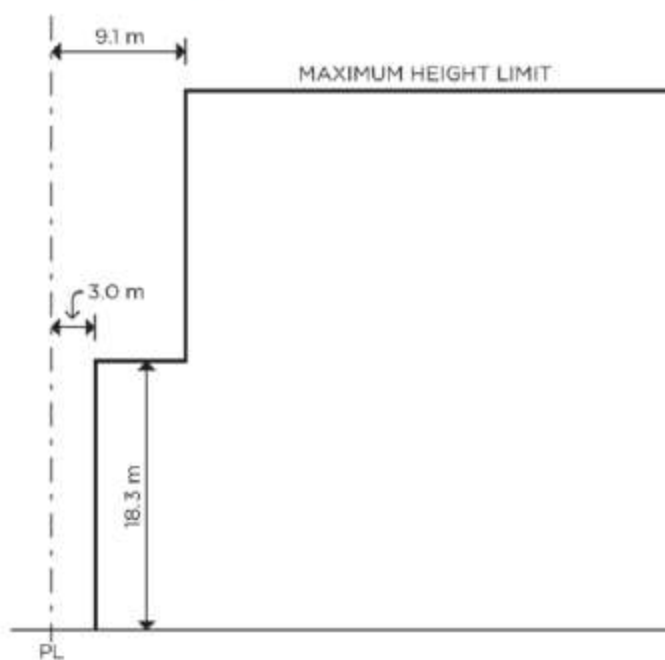


Figure 3 Height Limit at North/South Lane running between 5th and 6th Avenue



4.4 Setbacks

The setback of a building must be at least:

- (a) 1.5 m from the property line adjacent to Quebec Street;
- (b) 0.65 m from the property line adjacent to 5th Avenue;
- (c) 0.65 m from the property line adjacent to 6th Avenue;
- (d) 3.0 m from the property line adjacent to the north/south lane, running between 5th and 6th Avenue; and
- (e) 0.6 m from any property line adjacent to an east-west lane,

except that no setbacks shall be required for buildings existing as of May 2, 2017.

4.5 Floor Area and Density

4.5.1 Maximum floor space ratio shall not exceed 3.0, except that:

- (a) the maximum floor space ratio shall be 3.0 for Manufacturing Uses, Transportation and Storage Uses, except mini-storage warehouse use, Utility and Communication Uses, Wholesale Uses and Service Uses limited to: Catering Establishment; Laboratory; Laundry or Cleaning Plant; Motor Vehicle Repair Shop; Photofinishing or Photography Laboratory; Production or Rehearsal Studio; Repair Shop - Class A; Sign Painting Shop; and Work Shop;
- (b) the maximum floor space ratio shall be 1.0 for General Office use, except that the Director of Planning may permit additional floor area for General Office use to a maximum floor space ratio of an additional 1.0, if an equal amount of floor area on the ground floor is used for a use listed in subsection 4.5.1(a); -
- (c) the maximum floor space ratio shall be 1.0 for Service Uses limited to: Animal Clinic; Auction Hall; Barber Shop or Beauty Salon; Laundromat or Dry Cleaning Establishment; Photofinishing or Photography Studio; Print Shop; Repair Shop - Class B; School - Arts or Self Improvement; School - Business; and School - Vocational or Trade; and
- (d) the maximum floor space ratio for all other uses combined must not exceed 1.0, except that the maximum permitted floor area:
 - (i) for Retail use, including accessory Retail use, must not exceed 1,000 m²,
 - (ii) for Neighbourhood Public House use must not exceed 500 m², of which at least 25 % must be Manufacturing Uses, limited to Brewing or Distilling,
 - (iii) for Restaurant - Class 1 use must not exceed 150 m²,
 - (iv) for Restaurant - Class 2 use must not exceed 300 m², and
 - (v) for a lounge use accessory to a Brewing or Distilling use must not exceed 80 m².

4.5.2 Notwithstanding section 4.5.1 of this schedule, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, the Director of Planning may permit an increase in the permitted floor area of one m² per amenity share (level 1) provided to the city at no cost to the city, for the following uses:

- (a) uses listed in subsection 4.5.1(a), and
- (b) digital entertainment and information communication technology use,

to a maximum additional floor space ratio of 2.0 above the maximum permitted floor space ratio of 3.0.

4.5.3 For the purposes of section 4.5.2, an amenity share (level 1) means an amenity share (level 1) as set out in Schedule F of this by-law.

4.5.4 For the purposes of this district schedule, an amenity (level 1) means a Child Day Care Facility.

4.5.5 Notwithstanding sections 4.5.1 and 4.5.2 of this district schedule, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, the Director of Planning may permit an increase in the permitted floor area of one m² per amenity share (level 2) provided to the city at no cost to the city, for the following uses:

- (a) uses listed in subsection 4.5.1(a), and
- (b) digital entertainment and information communication technology use,

to a maximum additional floor space ratio of 1.0 above the maximum additional floor space ratio of 2.0 provided for in section 4.5.2.

4.5.6 For the purposes of section 4.5.5, amenity share (level 2) means an amenity share (level 2) as set out in Schedule F of this by-law

4.5.7 For the purposes of section 4.5.5, an amenity (level 2) means

- (a) Child Day Care Facility;
- (b) Community Centre or Neighbourhood House;
- (c) Library;
- (d) Museum or Archives;
- (e) Park or Playground;
- (f) Rink;
- (g) Swimming Pool; and
- (h) Social Service Centre.

4.5.8 Amenity (level 2) shares are allocated as follows:

- (a) 14% must be allocated to a Child Day Care Facility; and
- (b) 86% must be allocated to any amenity (level 2) use listed in section 4.5.7.

4.5.9 Notwithstanding sections 4.5.2 and 4.5.5, the maximum floor space ratio achievable as a result of the provision of amenity shares must otherwise comply in all respects with this district schedule and this by-law.

4.6 Computation of Floor Area

4.6.1 Computation of floor area must include all floors of all buildings, both above and below ground level, measured to the extreme outer limits of the building.

4.6.2 Computation of floor area must exclude:

- (a) open residential balconies and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed 8 % of the residential floor area being provided;
- (b) roof decks if the Director of Planning first considers:
 - (i) the design of landscape treatments;
 - (ii) the effect on privacy and overlook; and
 - (iii) all applicable Council policies and guidelines.
- (c) where floors are used for off street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which:

- (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; or
- (ii) are above the base surface and where developed as off street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;
- (d) storage area associated with an artist studio - class B where the storage area is provided below the base surface and subject to a maximum exclusion of 20 m² for each artist studio - class B.

5 Relaxation of Regulations

5.1 The Director of Planning may relax the height requirements of section 4.3 of this schedule as follows:

- (a) any floor above 18.3 m may be permitted to extend into the required upper floor setback as follows:
 - (i) on Quebec Street, the width of the building may extend up to 3.0 m into the required 6.1 m upper floor setback for up to one-third of the width of a building fronting the street, and
 - (ii) on 5th and 6th Avenue, the 4.5 m upper floor setback may be reduced for up to one-third of the width of a building fronting the avenue,

except that:

- (iii) the floor area of any storey located above 18.3 m in height must not exceed 80% of the floor area of the largest permitted storey located at or below 18.3m; and
- (iv) the building must not encroach into the ground floor setbacks as specified in section 4.4.

5.2 The Director of Planning may relax the computation of floor area exclusions of section 4.6.2 for accessory amenity areas, including child day care facilities and recreation facilities, to a maximum of 10 % of the total permitted floor area.

Schedule F
Affordable Housing and Amenity Share Cost Schedule

This is Schedule "F" to By-law No. 3575, being the "Zoning and Development By-law".

Zoning District	Affordable Housing Share Cost	Amenity Share Cost
RM-8 and RM-8N (Marpole)	\$215.28 per m ²	\$215.28 per m ²
RM-8A and RM-8AN (Cambie Corridor)	\$592.01 per m ²	\$592.01 per m ²
RM-8A and RM-8AN (Grandview - Woodland)	\$36.13 per m ²	\$36.13 per m ²
RM-9 and RM-9N (Marpole)	\$716.34 per m ²	\$716.34 per m ²
RM-9A and RM-9A/N (Norquay)	\$209.75 per m ²	\$209.75 per m ²
RM-9BN (Joyce-Collingwood Apartment)	\$37.86 per m ²	\$37.86 per m ²
RM-10 and RM-10N	\$161.46 per m ²	\$161.46 per m ²
RM-11 and RM 11N	\$36.13 per m ²	\$36.13 per m ²
RM-12N	\$36.13 per m ²	\$36.13 per m ²
I-1A (Mount Pleasant)	-	\$67.68 per m ² (to a max FSR of 5.0 above 3.0 FSR)
I-1B (Mount Pleasant)	-	Level 1 - \$67.68 per m ² (to a max FSR of 5.0 above 3.0 FSR) Level 2 - \$485.03 per m ² (to a max FSR of 6.0 above 5.0 FSR)
I-3		\$107.63 per m ²
FC-2		\$1291.67 per m ²

**SCHEDULE H
SELLER'S FORM OF SALE CONTRACT**

This Sale Contract is made as of (the "Effective Date").

BETWEEN:

City of Vancouver, a municipal corporation, having an address at
453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

AND:

_____ (NAME OF BUYER), having an address at

Consideration: In return for the Deposit and the Buyer's agreements, the receipt and sufficiency of which the Seller acknowledges, and in return for the Seller's agreements, the receipt and sufficiency of which the Buyer acknowledges the Seller and Buyer agree to be bound by the terms and conditions of this Contract.

Contract terms and conditions: The Seller and Buyer represent and agree that:

SECTION 1
INTERPRETATION

1.1 Definitions. In this Contract:

- 1.1.1 “Buyer” means _____, Insert name of Buyer(s);
- 1.1.2 “Buyer’s Representatives” mean the firm of lawyers or notaries public the Buyer appoints to represent it in the purchase of the Property;
- 1.1.3 “City’s Legal Director” means the Director of Legal Services for the City of Vancouver;
- 1.1.4 “Closing Date” means <☞ insert closing date of purchase> or, if the LTO is not open on that day, the first following day that the LTO is open for business;
- 1.1.5 “Contaminants” mean any deleterious, dangerous, hazardous, corrosive, or toxic substances, pollutants, goods, or waste the manufacture, storage, handling, treatment, generation, use, or transport, or release, disposal or discharge into the Environment, of which any Environmental Laws control, regulate, license, or prohibit or which are or may be deleterious, dangerous, or hazardous to human, animal or plant health or life or the Environment;
- 1.1.6 “Contract” means this document and attached schedules;
- 1.1.7 “Deposit” means the amount submitted with the Offer which is to comprise no less than 5% of the Offeror’s Offer;
- 1.1.8 “Effective Date” means the date on which the Seller notifies the Buyer that the Buyer is the successful Offeror in accordance with the Sale Package;
- 1.1.9 “Environment” means land including soil, sediment deposited on land, fill and land submerged under water, air including all layers of the atmosphere, and water including oceans, lakes, rivers, streams, ground water, and surface water;
- 1.1.10 “Environmental Laws” mean all laws, statutes, regulations, rules, bylaws, orders, directives, standards, guidelines, and other lawful requirements of any government body including the Environmental Management Act of British Columbia and its regulations, and all principles of common law and equity concerning the quality of the Environment, that apply to the Property and its surrounding Environment;
- 1.1.11 “GST” means goods and services sales taxes under the Excise Tax Act (Canada) or any successor tax that may replace or supersede the GST;
- 1.1.12 “Heritage Building” means the Simon Fraser Annex building located on the Property;

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- 1.1.13 “including” means “including, without limitation”;
- 1.1.14 “LTO” means the Vancouver/New Westminster Land Title Office;
- 1.1.15 “Owner” means the City of Vancouver;
- 1.1.16 “Permitted Charges” mean reservations, exceptions, conditions, reservations, and provisos contained in any Crown grant or Crown disposition of the Property, unregistered rights of way, easements, or restrictive covenants in favour of government bodies or public utilities;
- 1.1.17 “Person” means any legal entity including any individual, firm, corporation, or government body;
- 1.1.18 “Property” means certain land in Vancouver, British Columbia described as Parcel Identifier: 015-558-975, LOT C (Explanatory Plan 8505) BLOCK 30, DISTRICT LOT 200A, PLAN 197, and having a civic address of 123 E. 6th Avenue together, with all improvements thereon;
- 1.1.19 “Purchase Price” means \$_____ <insert purchase price as set out in Offer in response to Sale Package> exclusive of HST, provincial sales tax, Property transfer tax, or other like charges;
- 1.1.20 “Rehabilitation Work” means the work to be carried out pursuant to an approved conservation plan to restore, rehabilitate and relocate the Heritage Building on the Property, as further described in Schedule A;
- 1.1.21 “Sale Package” means the tender package for the sale of the Land issued by the Seller;
- 1.1.22 “Seller” means the City of Vancouver; and
- 1.1.23 “Transfer” means the Form A transfer of estate in fee simple conveying the Property from the Seller to the Buyer.

1.2 Interpretation. The following provisions will apply to this Contract:

- 1.2.1 sections and headings are for convenient reference, and are not to affect the meanings of provisions, and use of the singular or masculine includes the plural, feminine, or body corporate, and vice versa;
- 1.2.2 if a court finds any provision invalid, illegal, or unenforceable, and severs it from this Contract, the remaining provisions are to remain in force and effect;
- 1.2.3 the Seller and Buyer will interpret the language of this Contract simply, fairly, and not strictly for or against either of them;
- 1.2.4 time will be of the essence, and if the Buyer or Seller expressly or impliedly waives that requirement, the Buyer or Seller may re-instate it by delivering notice to the other;

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- 1.2.5 this Contract represents the entire agreement between the Buyer and Seller regarding the matters set out in it, and supersedes all prior agreements, understandings, letters of intent, negotiations, or discussion about those matters, and no amendment is to have any force or effect unless the Buyer and Seller have signed it;
- 1.2.6 references to statutes and bylaws are to them as they exist on the Effective Date, and to later amendments or replacements of them; and
- 1.2.7 If there is more than one Buyer, the Buyer's representations and agreements will be joint and several.

SECTION 2

SALE AND PURCHASE

2.1 Sale and Purchase. The Seller will sell the Property to the Buyer free from all liens, charges, or encumbrances except for Permitted Charges and the obligation to carry out the Rehabilitation Work as part of any development of the Property and the Buyer will purchase the Property from the Seller, subject to the terms and conditions of this Contract.

2.2 Purchase Price. The Buyer will pay the Purchase Price to the Seller for the Property.

2.3 Deposit. The Seller acknowledges the receipt and sufficiency from the Buyer of the Deposit on account of the Purchase Price. If the Seller gives the Buyer the notice referred to in section 4.1 and the Buyer gives the Seller the notice referred to in section 4.2, the Buyer will enclose with its notice to the Seller a further deposit of \$<☐insert amount of required increase in Deposit but, if there is no increase, insert "0"> payable to the Seller, such that the Deposit is the greater of \$5,000,000 or 20% of the Purchase Price. If the transaction completes, the Deposit will be a credit against the Purchase Price. If the transaction does not complete because the Seller defaults in complying with the Seller's obligations under this Contract, the Seller does not waive any unfulfilled condition under section 4.1, or the Buyer does not waive any unfulfilled condition under section 4.2, the Seller will return the Deposit to the Buyer on demand. If the transaction does not complete because the Buyer defaults in complying with the Buyer's obligations under this Contract, the Seller may retain the Deposit on account of damages and not as a penalty and without prejudice to the Seller's other rights or remedies under this Contract or at law or equity.

2.4 Closing. The completion of the sale and purchase of the Property will occur on the Closing Date.

SECTION 3

REPRESENTATIONS

3.1 Seller's representations. Regardless of any independent investigations the Buyer may make, the Seller represents to the Buyer, as representations that are true and correct on the Effective Date and will be true and correct on the Closing Date, that:

- 3.1.1 in response to the Buyer's inquiry under section 116 of the Income Tax Act (Canada) and under Part IX of the Excise Tax Act (Canada), the Seller is a resident of Canada within the meaning of those Acts, and, in the case of the Excise Tax Act, the Seller is resident in Canada by reason other than subsection 32(2) which deems a non-resident to be resident in Canada if that non-resident has a permanent establishment in Canada;
- 3.1.2 the Seller is the registered and beneficial owner of the Property, has good, safe holding, and marketable title to the Property and obligation to carry out the Rehabilitation Work, free from all liens, charges, or encumbrances, except for Permitted Charges, and has sufficient, power, authority, and capacity to execute and deliver this Contract to the Buyer;
- 3.1.3 by completing the sale of the Property to the Buyer, the Seller will not be in breach of any statute or bylaw or of any agreement by which the Seller is bound;
- 3.1.4 on the Effective Date, the Seller will not owe money to any Person which will constitute a lien, charge, encumbrance, or claim against the Property; and
- 3.1.5 The Seller has no knowledge that any government body intends to expropriate all or part of the Property, or that any government body has issued or intends to issue any order or notice regarding the Property.

3.2 No other representations. The Seller is not giving to the Buyer, and the Buyer is not requiring from the Seller, any express or implied representation regarding the dimensions or area of the Property or that, before or after the Effective Date or Closing Date:

- 3.2.1 the Property and its surrounding Environment complies or does not comply with Environmental Laws;
- 3.2.2 the Property and its surrounding Environment is or is not free from Contaminants;
- 3.2.3 any Contaminants have or have not been released, spilled, leaked, pumped, poured, emitted, emptied, discharged, dumped or disposed of, or have or have not escaped, leached, or migrated, from the Property and its surrounding Environment to, on, or under adjacent lands or their surrounding Environment;

3.2.4 the Property will or will not be environmentally or otherwise suitable for any purpose including occupancy, development, or derivation of revenue; or

3.2.5 The improvements comprising the Property are or are not in good repair or condition.

3.3 Buyer's representations. Regardless of any independent investigations the Seller may make, the Buyer represents to the Seller, as representations that are true and correct on the Effective Date and will be true and correct on the Closing Date, that:

3.3.1 if the Buyer is a corporation, it is in good standing under the laws of British Columbia, and it has sufficient power, authority, and capacity to deliver this Contract to the Seller and to buy the Property from the Seller;

3.3.2 the Buyer has no knowledge that any person associated with the Seller has any direct or indirect interest in this sale and purchase; and

3.3.3 the Buyer has had or will have prior to the date referred to in section 4.2, full opportunity to make all appropriate inquiries into the previous ownership and uses of the Property, and to undertake all other investigations consistent with good commercial or customary practice, in order to determine the condition, state of compliance with Environmental Laws, and fitness for purpose of the Property.

SECTION 4
CONDITIONS

4.1 Seller's conditions. Despite anything to the contrary in this Contract, the Seller's obligation to complete the sale of the Property to the Buyer will be subject to the condition that, on or before <☞insert date for Council approval>, the Seller's City Council will have approved the sale of the Property for the Purchase Price, and the City's Legal Director and Director of Real Estate Services will have approved the terms and conditions of this Contract.

4.2 Buyer's conditions. Despite anything to the contrary in this Contract, the Buyer's obligation to complete the purchase of the Property from the Seller will be subject to the Buyer having fulfilled the following condition

4.2.1 (<☞insert condition>)

4.3 Effect of conditions. The condition in section 4.1 is for the Seller's benefit, and the Seller may waive that condition. The condition(s) in section 4.2 is for the Buyer's benefit, and the Buyer may waive that condition. If the Seller does not notify the Buyer, before 5:00 p.m. on the date in section 4.1, that it has fulfilled or is waiving the condition in that subsection, or if the Buyer does not notify the Seller, before 5:00 p.m. on the date in section 4.2, that it has fulfilled or is waiving the condition in that subsection, then the Buyer and Seller will be deemed to have terminated this Contract, and it will have no further force or effect except that the Seller will return the Deposit to the Buyer on demand unless the Deposit is nominal.

SECTION 5

AGREEMENTS

5.1 Transfer of title. The Seller will transfer good, safe holding and marketable title to the Property to the Buyer on the Closing Date according to the requirements of this Contract.

5.2 Property Condition Disclosure Statement. The Seller has no obligation to deliver to the Buyer a Property Condition Disclosure Statement.

5.3 Investigation. The Buyer, and its employees, agents, and contractors, may enter the Property at any time before the Closing Date to carry out, at its cost, such inspections, investigations, tests, and surveys as it considers necessary or desirable. The Buyer will restore the surface of the Property, and repair any damage it causes in doing so.

5.4 Condition of Property and environmental responsibility. The Buyer will:

5.4.1 buy the Property from the Seller “as is, where is”;

5.4.2 not rely on any environmental reports or investigations from or supplied by the Seller, and will conduct its own investigations and satisfy itself, at its cost, regarding the matters set out in subsections 5.5.1 to 5.5.4;

5.4.3 waive any requirement for the Seller to provide to the Buyer a site profile for the Property under the Environmental Management Act of British Columbia or any regulation pursuant to that Act; and

5.4.4 Assume full responsibility for the matters set out in subsections 5.5.1 to 5.5.4 and for any remediation of the Property required under any Environmental Laws.

5.5 Indemnity. The Buyer, from and after the Closing Date, will release the Seller, and will also indemnify the Seller and save it harmless from all liabilities, suits, actions, obligations, statutory or other proceedings, judgements, investigations, demands, claims, losses, damages, consequential damages, remediation cost recovery claims, remediation costs, fines, penalties, expenses, and legal costs on a solicitor-client basis, which the Seller may suffer or incur, arising out of or in connection with anything concerning Contaminants or Environmental Laws including:

5.5.1 the non-compliance of the Property or its surrounding Environment with any Environmental Laws;

5.5.2 any investigation or claim of such non-compliance by any Person;

5.5.3 the presence within the Property or its surrounding Environment of Contaminants;

5.5.4 waive and release the Buyer from any claim, now or in the future, that the Buyer may have in relation to the Heritage Building and the costs of the

Rehabilitation Work and any reduction in fair market value of the Property attributable to a heritage designation; or

5.5.5 the leaching, escaping, or migrating of Contaminants from the Property or its surrounding Environment to other Property or their surrounding Environment; whether or not any such event, happening, or condition arose or arises before or after the Effective Date or Closing Date, and whether or not caused in whole or in part or directly or indirectly by the Seller or its officers, employees, agents, or contractors.

5.6 **Risk.** The Property will be at the risk of the Seller until the date and time of submission of the Transfer for registration in the LTO, and, after that, will be at the risk of the Buyer.

5.7 **Possession.** The Buyer will have the right to vacant possession of the Property, subject to Permitted Charges, on the Closing Date after payment of the Purchase Price.

5.8 **Status of Property and Permitted Charges.** Between the Effective Date and Closing Date, the Seller will not enter into any contracts or do anything that will affect the Property or its title, use, or value and will not amend any Permitted Charges, unless the Seller obtains the Buyer's prior written consent.

5.9 **Utilities and services.** If, before or after the Closing Date, the Seller learns of the existence of any pipes, wires, or other utilities or services below, on, or above the Property surface that are then in use or that the Seller or any other public authority or utility wishes to use, the Buyer, promptly on request by the Seller, will execute and deliver to the Seller, in form acceptable for registration in the LTO, a statutory right of way satisfactory to the Seller and such instruments of priority for that statutory right of way over other registered charges as the Seller may require.

5.10 **Adjustments.** The Seller and Buyer will adjust all items customarily the subject of adjustment in the sale and purchase of Property similar to the Property at the Closing Date. The Buyer will benefit from any income and be responsible for any expenses from and including the Closing Date. If the adjustments are inaccurate or incomplete, the Seller and Buyer will make further adjustments after the Closing Date. If the Seller and Buyer dispute any adjustments, either of them may refer the dispute to a single arbitrator under the Commercial Arbitration Act (British Columbia). The arbitrator may decide that the Seller or Buyer must deposit money in trust pending the arbitrator's decision on the dispute. The arbitrator's decision will be conclusive and binding on the Seller and Buyer, and they will bear equally the arbitrator's fees and expenses.

5.11 **Costs, fees, and taxes.** The Seller will pay the costs of clearing title except for Permitted Charges. The Buyer will pay any land title transfer fees and LTO application and registration fees. If the Buyer is a HST registrant and delivers to the Seller, prior to the Closing Date, its HST registration number and such certificate as the Seller may require, the Buyer will remit directly to the Receiver General of Canada any HST payable by the Buyer on the purchase of the Property, promptly after the Closing Date, and will confirm to the Seller that it has done so. If the Buyer is not an HST registrant, the Buyer will pay to the Seller, on the Closing Date, along with the adjusted Purchase Price, any HST payable by the Buyer on

the purchase of the Property. The Buyer and Seller will each pay their own legal costs. The Buyer and Seller will pay such costs, fees, and taxes when due.

5.12 Commissions. The Seller will pay when due all fees and commissions of real estate brokers, real estate agents, and other like Persons with whom the Seller contracted to pay such fees and commissions in connection with the sale of the Property.

5.13 Development Requirements. While the Property is being sold as-is and where-is, the Buyer is obligated to carry out the development requirements set forth in Section 1.10 of the Invitation to Offer and as repeated herein as Schedule A of this Sales Contract.

SECTION 6

CLOSING

6.1 Documents. Before the Closing Date:

- 6.1.1 the Buyer will cause the Buyer's Representatives to prepare the Transfer, statements of adjustments, and other conveyance documents required pursuant to this Contract, in form and substance satisfactory to the Buyer, and to deliver them to the City's Legal Director along with any other documents or evidence the Seller requires from the Buyer under this Contract; and
- 6.1.2 The Seller will sign the documents, and cause the City's Legal Director to return them to the Buyer's Representatives.

6.2 Closing. The Buyer will:

- 6.2.1 on the Closing Date, provide the Buyer's Representatives with the adjusted Purchase Price and other money necessary to complete the transaction;
- 6.2.2 on the Closing Date, cause the Buyer's Representatives to conduct a pre-registration index search of the Property in the LTO, and, if the search indicates that the Seller owns the Property free from all registered or pending liens, charges, and encumbrances, except for Permitted Charges, to submit the Transfer for registration;
- 6.2.3 cause the Buyer's Representatives, promptly after the LTO accepts the Transfer for registration and notes up the registration particulars for the Transfer, to conduct a post-application index search of the Property, and, if the search indicates that good, safe holding, and marketable title to the Property, except for Permitted Charges, will vest in the Buyer in the normal course of the LTO's routine registration process, to pay the adjusted Purchase Price promptly to the City by notifying the City's Legal Director that the adjusted Purchase Price is available for pick up; and
- 6.2.4 if it is unable to comply, or to cause the Buyer's Representatives to comply, with such registration and payment requirements, other than by reason of default by the Seller, to cause the Buyer's Representatives to return the Transfer to the City's Legal Director or, if the Buyer's Representatives have then submitted the Transfer for registration, to apply immediately to withdraw the Transfer from the LTO and, upon receipt, to return it to the City's Legal Director.
- 6.2.5 The Seller and Buyer instruct the City's Legal Director and Buyer's Representatives respectively to otherwise conduct the closing according to the customary practices of reputable lawyers having experience in such matters, except that the Buyer's Representatives will not require the City's Legal Director to provide any undertaking.

6.3 **Tender.** The Buyer may tender documents or money upon the Seller or the City's Legal Director, and the Seller may tender documents on the Buyer or the Buyer's Representatives.

6.4 **Payments.** The Buyer will, or will cause the Buyer's Representatives to, pay all money owing to the Seller under this Contract including the Deposit by cash or by certified cheque or bank draft drawn on a Canadian chartered bank or on a trust company or credit union acceptable to the Seller.

SECTION 7
GENERAL PROVISIONS

7.1 Survival. All representations, agreements, and indemnities in this Contract will survive closing, registration of the Transfer, and payment of the adjusted Purchase Price.

7.2 Assignment. The Buyer will not assign all or any of its rights or obligations under this Contract unless the Seller gives its prior written consent.

7.3 Notice. Any notice, approval, consent, request, confirmation, or demand required or permitted under this Contract must be in writing, and the sender must deliver it by prepaid registered mail from any post office in British Columbia, by fax or by personal service addressed to the Seller as follows:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Fax: (604) 871-6119

Attention: Director of Real Estate Services

With a copy to:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Fax: (604) 873-7445

Attention: Director of Legal Services

Or to the Buyer as follows:

<☐insert name and address of Buyer(s)>
Fax: <☐insert Buyer's fax number. if not available, delete>
Attention: <☐if Buyer is a corporation, insert name of representative>

or to such other address or fax number in the Province of British Columbia of which either party may notify the other according to the requirements of this section 7.2. Service will be deemed complete, if made by registered mail 72 hours after the date and hour of mailing; if made by faxed transmission on the first business day after the date of transmission; and if made by personal service upon the effecting of such service.

7.4 Effect of Contract. This Contract will enure to the benefit of and bind the Seller and Buyer and their respective heirs, executors, administrators, successors, and permitted assigns.

TO EVIDENCE THIS CONTRACT the Seller and Buyer have signed it as of the Effective Date.

CITY OF VANCOUVER

by its authorized signatory:

Signature

Print Name and Title

<☒ if Seller(s) is or are individual(s), delete the words “Name of Seller” and insert actual name(s)>

<☒ NAME OF SELLER>

Witness Name: _____

Address: _____

Occupation: _____

<☒ IF BUYER IS A CORPORATION, INSERT NAME OF BUYER AS SHOWN ON CORPORATE SEARCH>

by its authorized signatories:

Signature

Print Name and Title

Signature

Print Name and Title

<☒ if Buyer(s) is or are individual(s), delete the words “Name of Buyer” and insert actual name(s)>

<☒ NAME OF BUYER>

Witness Name: _____

Address: _____

Occupation: _____

SALES CONTRACT SCHEDULE A - REHABILITATION WORK

The following are conditions regarding rehabilitation of the Heritage Building that are expected to be required for development of the Property, noting that further conditions will be determined through the development permit process:

- Relocation and heritage restoration of the Simon Fraser Annex Building

The original Simon Fraser Annex building must be relocated and repositioned such that the principal elevation fronts Quebec Street on the western edge of the Property. It is likely that the building will need to be moved more than once over the course of the redevelopment of the site.

Relocation and restoration of the Simon Fraser Annex building must begin within six (6) months of issuance of a Development Permit and Heritage Alteration Permit for the site.

The purchaser/lessee must submit a conservation plan of the Simon Fraser Annex building outlining strategies for heritage conservation, full structural retention, and seismic upgrades appropriate for proposed uses. This Conservation Plan should be developed concurrently with retention drawings and relocation plans and presented for approval of the Director of Planning prior to application for a development permit.

Following receipt of Development Permit application documentation, the purchaser/lessee must deliver a Simon Fraser Annex building heritage conservation presentation to the Vancouver Heritage Commission.

The purchaser/lessee must agree to the addition of the Simon Fraser Annex building to the Vancouver Heritage Registry and pursue voluntary heritage designation. Subject to Council approval, the Heritage Designation By-law must be enacted and noted on title and a Heritage Restoration Covenant, including a waiver of compensation, must be registered on title before the issuance of a Development Permit and Heritage Alteration Permit (Prior-to conditions of the Development Permit).

- Assumption of License

The purchaser/lessee must assume the existing license between the City and the current licensee of the Annex. The month-to-month license allows the licensee use of the Annex two days per week (Saturdays and Sundays) and may be terminated by either party with 30-days' written notice. A copy of the license may found on the FTP site after signing the NDA.

**SCHEDULE I
LESSOR'S FORM OF GROUND LEASE**

(to be included prior to the Offer Closing Time)

SCHEDULE J
INVITATION TO OFFER PROCESS TIMELINE
(123 E. 6th AVENUE, VANCOUVER BC)

MILESTONE EVENTS:

1. ITO available: **September 20th, 2019**
2. Interested Offerors sign the Non-Disclosure Agreement attached as Schedule E and return the signed NDA to the Contact Person in order to download related documents from the FTP site.
3. Invitation to Offer Deadline for Submissions **November 28th, 2019, 3:00 p.m.**
 - (a) Offers must be accompanied by a Deposit of \$1,000,000
 - (b) Offers must be open for acceptance by the Seller for 120 days
4. Offer Review and Selection Process **December 2nd - December 20th, 2019**
 - (a) Council Approval of Selected Offer Within 60 days of Deadline for Submissions
January 14th, 2020 (target date)
5. Offer to Sale or Lease (after selection of preferred offer)
 - (a) Must be executed by Offeror within 48 hours of receipt of Executed Offer and Sale Contract or Executed Lease from City;
 - (b) Deposit must be increased to the greater of \$5 million or 20% of the Purchase Price in the event of a Sale, or increased to the greater of \$5 million or 20% of the Prepaid Lease Amount, in the event of a Lease,

with execution of the Sale Contract or Offer to Lease

January 17th, 2020 (target date)
6. Transaction Closing Date **February 1st, 2020 (or as agreed)**

NOTE: THE ABOVE TIMELINE IS PROVIDED FOR ILLUSTRATION PURPOSES ONLY; THE CITY OF VANCOUVER MAY, AT ITS SOLE DISCRETION, EXTEND OR OTHERWISE ALTER THESE DATES.