

SCHEDULE 3

VCHA SUBLEASE

for the Academic Ambulatory Care Centre
at Vancouver General Hospital

**Vancouver Coastal Health Authority
and
AHV Access Health Vancouver Ltd.**

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- SCHEDULE A FLOOR PLANS OF THE PREMISES**
- SCHEDULE B SITE**
- SCHEDULE C REGULATIONS**

THIS LEASE dated as of this 2nd day of September, 2004

BETWEEN:

AHV ACCESS HEALTH VANCOUVER LTD.

("Project Co")

AND:

VANCOUVER COASTAL HEALTH AUTHORITY, a regional health board designated under the Health Authorities Act (British Columbia)

("VCHA")

WHEREAS Project Co has leased the Building from VCHA and VCHA wishes to lease premises in the Building for use for the Intended Purposes.

WITNESSES that Project Co and VCHA agree as follows:

1. INTERPRETATION

1.1 Definitions

In this VCHA Sublease:

"**Additional Rent**" means all money payable by VCHA under this VCHA Sublease whether or not designated as rent, but excluding Basic Rent;

"**Affiliate**" has the meaning given to "affiliate" in the *Business Corporations Act* (British Columbia);

"**Basic Rent**" means the rent VCHA is to pay under Section 3.2;

"**Building**" means the building described in Schedule B, and includes all additions and improvements to the Building made from time to time;

"**Building Lease**" means the lease of the Building granted by VCHA to Project Co dated September 2, 2004, as amended, supplemented or replaced from time to time;

"**Business Day**" has the meaning given in the Project Agreement;

"**Commencement Date**" means the Substantial Completion Date;

"**Commercial Space**" has the meaning given in the Project Agreement;

"**Correction**" has the meaning given in the Project Agreement;

"**day**" or "**days**" means a calendar day or calendar days;

"**Design and Construction Procedures**" has the meaning given in the Project Agreement;

"**Dispute Resolution Procedure**" has the meaning given in the Project Agreement;

"**Encumbrances**" has the meaning given in the Project Agreement;

"**End of the Term**" means the expiry or earlier termination of the Term;

"**Environmental Laws**" means all statutes, laws, ordinances, codes, rules, regulations, orders, by-laws, guidelines, notices and directives having the force of law, now or at any time hereafter in effect, made or issued by any municipal, provincial or federal government, or by any department, agency, board or office thereof, relating to pollution, protection of the environment or health and safety including those relating to the use, handling, transportation, storage, disposal, release or discharge of Hazardous Substances;

"**Facility**" has the meaning given in the Project Agreement;

"**Governmental Authority**" has the meaning given in the Project Agreement;

"**Hazardous Substance**" has the meaning given in the Project Agreement;

"**Intended Purposes**" has the meaning given in the Project Agreement;

"**Law**" has the meaning given in the Project Agreement;

"**Life Cycle Costs**" has the meaning given in the Project Agreement;

"**Normal Business Hours**" means the hours of 7:00 a.m. to 7:00 p.m. each Business Day and such additional times as are reasonable and normal for the Intended Purposes and an academic ambulatory care facility;

"**Operating Costs**" has the meaning given to it in Schedule 15 of the Project Agreement;

"**Operation and Maintenance**" has the meaning given in the Project Agreement;

"**Operation and Maintenance Requirements**" has the meaning given in the Project Agreement;

"**Operation and Maintenance Services**" has the meaning given in the Project Agreement;

"**Parking Area**" has the meaning given in the Project Agreement;

"**Parking Area Operating Expenses**" has the meaning given in Schedule 15 to the Project Agreement;

"**Person**" or "**person**" means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature; and includes the personal or other legal representatives of such person to whom the context can apply at Law;

"Project Agreement" means the Project Agreement between VCHA and Project Co dated September 2, 2004, and all schedules thereto (other than this VCHA Sublease), as any of the foregoing may be amended, supplemented or replaced from time to time;

"Property Taxes" means all taxes, fees, levies, charges, assessments, rates, duties and excises which are now or may hereafter be levied, imposed, rated or assessed upon or with respect to the Site and the Facility or any part of the Site or the Facility by a Governmental Authority whether or not now customary or in the contemplation of the parties on the date of this VCHA Sublease. Without restricting the generality of the foregoing, Property Taxes will include all:

- (a) real property taxes, general and special assessments and capital taxes;
- (b) taxes, fees, levies, charges, assessments, rates, duties and excises for transit, housing, schools, police, fire or other governmental services or for purported benefits to the Site;
- (c) local improvement taxes, service payments in lieu of taxes, and taxes, fees, levies, charges, assessments, rates, duties and excises, however described, that may be levied, rated or assessed as a substitute for, or as an addition to, in whole or in part, any property taxes or local improvement taxes; and
- (d) costs and expenses including legal and other professional fees and interest and penalties on deferred payments incurred by Project Co (or incurred by VCHA and charged to Project Co pursuant to the Building Lease) in contesting or appealing any taxes, assessments, rates, levies, duties, excises, charges or other amounts as aforesaid,

but Property Taxes will exclude all of the following:

- (e) income taxes;
- (f) Tenant's Taxes; and
- (g) Sales Taxes;

"Proportionate Share" means with respect to any of the VCHA Space, the Teaching Clinic Space or the Commercial Space, that fraction the numerator of which is the rentable area in square feet of that part of the Building, and the denominator of which is the aggregate rentable area in square feet of the VCHA Space, the Teaching Clinic Space and the Commercial Space together, all as determined in accordance with Section 1.6;

"Regulations" means the regulations set out in Schedule C hereto, as amended or added to from time to time;

"Renovation" has the meaning given in the Project Agreement;

"Rent" means Basic Rent and Additional Rent;

"Repair" has the meaning given in the Project Agreement;

"Sales Taxes" means any and all taxes, fees, levies, charges, assessments, rates, duties and excises (whether characterized as goods and services taxes, sales taxes, purchase taxes, value-added taxes, or any other form of tax, other than taxes on net income), which are imposed on VCHA and which Project Co is obliged to collect and remit, or which are imposed on Project Co or which Project Co is liable to pay, and which are levied, rated or assessed in respect of this VCHA Sublease, in respect of the supply of the VCHA Sublease Premises or any personal property included with the VCHA Sublease Premises to VCHA pursuant to this VCHA Sublease, or otherwise on account of this VCHA Sublease, or on the Rent or any portion of the Rent payable under this VCHA Sublease;

"Site" means that portion of the lands in Vancouver, British Columbia legally described as:

Parcel Identifier: 007-368-704
Lot 1
Block 376
District Lot 526
Plan 16793

outlined in heavy black line and identified as the Site on the plan attached hereto as Schedule B.

"Substantial Completion Date" has the meaning given in the Project Agreement;

"Target Substantial Completion Date" has the meaning given in the Project Agreement;

"Teaching Clinic Space" has the meaning given in the Project Agreement;

"Tenant's Taxes" means all taxes, fees, levies, charges, assessments, rates, duties and excises (other than taxes on net income) which are now or may hereafter be levied, imposed, rated or assessed by any lawful authority against VCHA relating to or in respect of the business of VCHA, or levied, imposed, rated or assessed by any lawful authority in respect of any personal property, business and trade fixtures, machinery and equipment, leasehold improvements, furniture and movable partitions owned or installed by VCHA at the VCHA Sublease Premises or being the property of VCHA, whether any such amounts are payable by Law by Project Co or by VCHA; and

"Term" means the period commencing on the Commencement Date and ending on the day immediately prior to the thirtieth anniversary of the Target Substantial Completion Date;

"Vacant Teaching Clinic Space" has the meaning given in Schedule 15 to the Project Agreement;

"VCHA Space" has the meaning given in the Project Agreement;

"VCHA Sublease" means this sublease including the attached schedules, as amended, supplemented or replaced from time to time in accordance with the terms hereof;

"VCHA Sublease Premises" has the meaning given in the Project Agreement;

Definitions in the Project Agreement apply: Any other words used in this VCHA Sublease with initial capital letters and not defined herein but which are defined in the Project Agreement will have the meaning given in the Project Agreement.

1.2 Performance

In exercising its rights and carrying out its obligations, each of Project Co and VCHA will act reasonably, prudently, promptly, and fairly, except as otherwise set out herein.

1.3 Rights and Obligations

All Project Co's and VCHA's rights and obligations in this VCHA Sublease will apply throughout the Term, and longer if the VCHA Sublease so states.

1.4 Consents

If either VCHA or Project Co needs the other's consent, it will obtain that consent in writing before proceeding. Neither party will unreasonably withhold or delay its consent except as specifically provided herein.

1.5 Entire Agreement

This VCHA Sublease includes the schedules attached to it. This VCHA Sublease supersedes all negotiations and agreements between VCHA and Project Co that precede the date of this VCHA Sublease for the use and occupation of the VCHA Sublease Premises except as set out in the Project Agreement and the other agreements referred to in or contemplated by the Project Agreement. There are no covenants, promises, agreements, conditions, representations, warranties or understandings, either oral or written, between the parties concerning this VCHA Sublease or the VCHA Sublease Premises or any matter related to either of them except those that are set out in this VCHA Sublease and in the Project Agreement and the other agreements referred to in or contemplated by the Project Agreement. No alteration, amendment, change or addition to this VCHA Sublease is binding on either party unless it is in writing and signed by Project Co and VCHA.

1.6 Schedule B

Upon the Commencement Date the parties will prepare and attach hereto a revised Schedule B providing an 'as built' description of the Building and an explanatory plan or plans showing the Building and its location on the Site, in a form registrable under the *Land Title Act* (British Columbia), and suitable for attachment to the short form of this Lease described in Section 9.6.

1.7 Determining Areas and Finalizing Floor Plans

On the completion of construction of the demising walls of the VCHA Sublease Premises, or if either Project Co or VCHA dispute at any time the area of all or any part of the Building, Project Co will appoint a land surveyor to determine the area of all or such part of the Building in question. Areas will be measured in accordance with the Standard Method for Measuring Floor

Area in Office Buildings published by the Building Owners and Managers Association International, as in force on the Commencement Date (the "BOMA Standards"), and when determining the Proportionate Share of any portion of the Building the area to be determined will be the rentable area, as that term is used in the BOMA Standards, and any certification thereof by a qualified land surveyor will be binding on Project Co and VCHA, absent manifest error. The cost of the land surveyor shall be included as an Operating Cost.

After the Substantial Completion Date and completion of the initial survey referred to above, the plans attached hereto as Schedule A designating the VCHA Space, the Teaching Clinic Space, the Parking Area and the Commercial Space will be amended by Project Co to reflect the as-built locations and dimensions of each of those portions of the Building as determined by the surveyor, and subject to such amendments to the configuration of the portions of the Building as VCHA and Project Co may agree to, and VCHA and Project Co agree to amend this VCHA Sublease to substitute those amended plans as Schedule A hereto.

1.8 Severability

Each provision of this VCHA Sublease is severable. If any provision of this VCHA Sublease is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this VCHA Sublease, or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction,

except that if:

- (c) on the reasonable construction of this VCHA Sublease as a whole, the applicability of the other provision presumes the validity and enforceability of the particular provision, the other provision will be deemed also to be invalid or unenforceable, and
- (d) as a result of the determination by a court of competent jurisdiction that any part of this VCHA Sublease is unenforceable or invalid and, as a result of this Section, the basic intentions of the parties in this VCHA Sublease are materially affected, the parties will use all reasonable efforts to amend, supplement or otherwise vary this VCHA Sublease to confirm their mutual intention in entering into this Agreement.

1.9 Governing Law

This VCHA Sublease will be construed in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable therein.

1.10 Interpretation

- (a) The division of this VCHA Sublease into Sections, the insertion of headings and the provision of a table of contents are for convenience only, do not form a part of this VCHA Sublease and will not be used to affect the construction or interpretation of this VCHA Sublease.
- (b) The word "including" will not be construed as limiting the general term or statement immediately preceding.
- (c) Unless otherwise specified:
 - (1) each reference in this VCHA Sublease to "**Section**" and "**Schedule**" is to a Section of, and a Schedule to, this VCHA Sublease;
 - (2) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to the regulations made under that statute and any successor statute, as amended or re-enacted from time to time;
 - (3) words importing the singular include the plural and vice versa and words importing gender include all genders;
 - (4) references to time of day or date mean the local time or date in Vancouver; British Columbia, and
 - (5) all references to amounts of money mean lawful currency of Canada.
- (d) Each obligation under this VCHA Sublease is a covenant of the party having such obligation.
- (e) Whenever the context so requires, the neuter gender will include the masculine, the feminine and the body corporate, and the singular number will include the plural, and vice versa.
- (f) The language in all parts of this VCHA Sublease will in all cases be construed as a whole and not strictly for nor against VCHA or Project Co.
- (g) No part of this VCHA Sublease will be enforced against a Person if, to the extent that by doing so, the Person is made to breach the Law.

1.11 Project Agreement is Paramount

In the event of a conflict between the provisions of this VCHA Sublease and the Project Agreement, the provisions of the Project Agreement will govern.

2. DEMISE AND TERM

2.1 Demise of the VCHA Sublease Premises

Effective as and from the Commencement Date, Project Co hereby leases to VCHA, and VCHA hereby leases from Project Co, the VCHA Sublease Premises for the Term on and subject to the terms, conditions, covenants and provisions set out in this VCHA Sublease.

2.2 Term

VCHA will have and hold the VCHA Sublease Premises for the Term, unless this VCHA Sublease is earlier terminated pursuant to the provisions hereof.

2.3 Early Possession

If VCHA, in its capacity as tenant under this VCHA Sublease, occupies the VCHA Sublease Premises before the Commencement Date, the provisions of this VCHA Sublease will apply, except for the payment of Basic Rent. VCHA will be liable for any Operating Costs incurred in connection with such early possession on an actual use basis (and not in accordance with the fixed price formulas set out in Schedule 15 to the Project Agreement). It is agreed that any occupancy prior to the Commencement Date will not be for the purpose of commencement of operations.

3. RENT AND ADDITIONAL RENT

3.1 Paying Rent

VCHA will pay Rent duly and punctually to Project Co at the administration office in the Building or to such other person or place of which Project Co gives notice to VCHA. VCHA will pay Rent without deduction, abatement, or set-off, except as expressly permitted by the terms of this VCHA Sublease or the Project Agreement. VCHA's obligation to pay Rent due during the Term will survive the End of the Term.

3.2 Basic Rent

VCHA will pay Basic Rent in the amounts and at the times specified herein and in Schedule 15 to the Project Agreement.

3.3 Life Cycle Costs

VCHA will pay the Life Cycle Costs in the amounts and at the times set out in Schedule 15 to the Project Agreement.

3.4 Operating Costs

VCHA will pay the Parking Area Operating Expenses in the amounts and at the times set out in Schedule 15 to the Project Agreement. VCHA will pay those Operating Costs relating to the VCHA Space and the Vacant Teaching Clinic Space in the amounts and at the times set out in Schedule 15 to the Project Agreement. Project Co will make the allocations of costs and

expenses necessary to determine the Parking Area Operating Expenses. Project Co may also allocate the Operating Costs between the Commercial Space and the VCHA Space and Teaching Clinic Space. All such allocations will be done in a manner which is reasonable and equitable in the circumstances. Any dispute concerning the allocation or calculation of Parking Area Operating Expenses or Operating Costs will be determined in accordance with the Dispute Resolution Procedure.

3.5 Property Taxes

VCHA will pay to the appropriate Governmental Authority, or to Project Co, as Project Co directs, before delinquency, (i) all Property Taxes relating to the VCHA Sublease Premises during the Term, except that with respect to the Teaching Clinic Space, **DELETED** (ii) all Property Taxes relating to the Parking Area (which, for greater certainty, will be included in Parking Area Operating Expenses), and (iii) an amount equal to the amount of Property Taxes exigible against the Site (other than the Building, including the Parking Area) multiplied by that fraction the numerator of which is the aggregate area of the VCHA Sublease Premises (other than Teaching Clinic Space which is not **DELETED**) and the denominator of which is the total area of the Building. All Property Taxes which relate to the year (or other relevant taxation period) during which the Term commences or terminates will be prorated between Project Co and VCHA according to the number of days during that year (or other relevant taxation period, as the case may be) which are within the Term.

To the extent that the Site, the VCHA Sublease Premises or any part thereof are not assessed separately by the relevant Governmental Authority, then VCHA shall pay the Proportionate Share of such Property Taxes attributable to the VCHA Space and the **DELETED**, with the Property Taxes attributable to the Parking Area payable by VCHA as part of Parking Area Operating Expenses. In that regard, Project Co will, in a reasonable and equitable manner, allocate the Property Taxes between the Commercial Space and the VCHA Sublease Premises, in a manner consistent with the methods used by the British Columbia Assessment Authority and the Governmental Authority imposing the Property Taxes. In particular, if any portion of the Site or the VCHA Sublease Premises is determined or assessed by the appropriate Governmental Authority as being exempt from Property Taxes, then VCHA will make no payment or contribution in respect of Property Taxes for that portion.

To the extent that the Property Taxes are paid by VCHA to Project Co hereunder, Project Co will immediately remit same to the appropriate Governmental Authority. Any costs or penalties arising from Project Co's failure to remit in a timely manner will be the responsibility of Project Co. Any costs or penalties arising from VCHA's failure to pay amounts in respect of Property Taxes to Project Co in a timely manner will be the responsibility of VCHA. Project Co will, at the request of VCHA, promptly deliver to VCHA, copies of the receipts of payment of all Property Taxes paid by VCHA to Project Co and remitted by Project Co to the relevant Governmental Authority.

VCHA will, at Project Co's request, promptly deliver to Project Co receipts for payment of all Property Taxes payable by VCHA, notices of any assessments for Property Taxes or other assessments received by VCHA that relate to the Site or the Building, and whatever other information relating to Property Taxes that Project Co reasonably requests from time to time.

Project Co will promptly provide to VCHA copies of any notices of assessment or property tax notices received by it in respect of the Site or the Building or any part thereof.

VCHA will deliver to Project Co, at least ten days before the last day for filing appeals, notice of any appeal or contestation that VCHA intends to institute with respect to Property Taxes payable by VCHA or the Property Tax status of any portion of the Site or the Building. If VCHA does not pay Property Taxes before the appeal or contestation, VCHA will deliver to Project Co whatever security for the payment of the Property Taxes that Project Co reasonably requires, promptly and diligently prosecute the appeal or contestation, and keep Project Co informed on all aspects of it. VCHA shall pay all costs relating to such appeal or contestation. Project Co will provide all reasonable co-operation to VCHA, at the cost of VCHA, in the prosecution of such appeal. If the Property Taxes subject to the appeal relate to the entire Building, then Project Co shall have the right to participate in the appeal (with all costs incurred by Project Co in connection thereof to constitute Operating Costs hereunder). VCHA will indemnify and save Project Co harmless from all Direct Losses arising from any such appeal or contestation of Property Taxes by VCHA.

Before the Commencement Date and before the commencement of each calendar year, Project Co will deliver to VCHA an estimate of the Property Taxes payable by VCHA pursuant to this Section 3.5 on a monthly basis for the applicable calendar year (the "**Estimated Amount**"). VCHA will pay that Estimated Amount, or if no estimate is given, the same Estimated Amount it was paying for the previous calendar year, monthly on the same dates and in the same manner that it pays Basic Rent. Within 60 days after Project Co's receipt of the final tax bill relating to the Site for each calendar year, Project Co will give VCHA a statement (the "**Tax Statement**") of the actual Property Taxes due from VCHA for that calendar year. If the Tax Statement shows a shortfall between the Estimated Amount paid by VCHA for that calendar year and the actual amount of Property Taxes payable by VCHA, VCHA will pay that shortfall within 30 days after it receives the Tax Statement. If the Tax Statement shows that the Estimated Amount exceeds the actual amount of Property Taxes payable by VCHA, Project Co will pay to VCHA the amount of the overpayment when delivering the Tax Statement. VCHA may give notice to Project Co, within 30 days after VCHA receives the Tax Statement, disputing the calculation or allocation of any Property Taxes. If Project Co and VCHA cannot resolve the dispute within 10 days after the notice is given, then either party may refer the matter for determination in accordance with the Dispute Resolution Procedure. If the resulting determination of the dispute requires an adjustment to the Property Taxes paid by VCHA, then such adjustment will be made within 30 days after the resolution of the dispute pursuant to the Dispute Resolution Procedure.

3.6 Utilities

VCHA will pay, as and when due, to the appropriate Governmental Authority or public or private utility or to Project Co, as required by applicable Laws or the terms of supply, all licence fees, taxes, rates, duties, levies, assessments and all other charges imposed, assessed, or levied by any Governmental Authority or public or private utility from time to time, whether imposed on Project Co or VCHA, in respect of water, gas, electricity, scavenging, salvage, telephone, power and other utilities and services used or in respect of the VCHA Space, the Vacant Teaching Clinic Space and the Parking Area, together with all costs and charges for all fittings, machines, apparatus, meters and any other thing leased or supplied in respect of such utilities and

services and all costs and charges for all work and services performed by any Person in respect of such utilities and services in respect of the VCHA Space, the Vacant Teaching Clinic Space and the Parking Area, to the extent that Project Co has not included them in Operating Costs.

If any such charges are not allocated separately for the VCHA Space, the Vacant Teaching Clinic Space or the Parking Area, Project Co will make that allocation and if utilities or services are not sub-metered, the allocation will be on a connected load and usage basis or other equitable basis. Upon request by Project Co, VCHA will give Project Co evidence that VCHA has paid those charges as required.

Project Co will not be liable for any injury to VCHA, its employees, agents or any other Person for whom VCHA is responsible or to any property of them or any Direct Losses or any Indirect Losses caused by or arising out of any interruption or failure in the supply of any utility or service to the VCHA Sublease Premises, except to the extent provided in the Project Agreement, and Project Co will assign to VCHA any rights of Project Co against independent third parties for such interruption or failure.

3.7 Tenant's Taxes

VCHA will pay when due to the appropriate party as required by the applicable legislation all Tenant's Taxes, provided that Project Co reserves the right to require VCHA to pay the amount of such Tenant's Taxes to Project Co, or as Project Co directs, for remittance by Project Co to the appropriate party, if not contrary to the applicable legislation, or alternatively to provide to Project Co on demand proof of payment of any particular Tenant's Tax.

To the extent that the Tenant's Taxes are paid by VCHA to Project Co hereunder, Project Co will immediately remit same to the appropriate Governmental Authority. Any costs or penalties arising from Project Co's failure to remit in a timely manner will be the responsibility of Project Co. Any costs or penalties arising from VCHA's failure to pay amounts in respect of Tenant's Taxes to Project Co in a timely manner will be the responsibility of VCHA.

3.8 Sales Taxes

VCHA will pay to Project Co when due all Sales Taxes levied against VCHA but which Project Co is obliged to collect and remit to the appropriate Governmental Authority. The amount of the Sales Taxes so payable by VCHA will be calculated by Project Co in accordance with the applicable legislation and will be paid by VCHA at the same time as the amounts to which such Sales Taxes apply or are payable to Project Co under the terms of this VCHA Sublease. Notwithstanding anything in this VCHA Sublease to the contrary, the amounts payable by VCHA under this Section 3.8 will be deemed not to be Rent, but Project Co will have all of the same rights and remedies for the recovery of such amounts as it has for the recovery of Rent under this VCHA Sublease.

To the extent that the Sales Taxes are paid by VCHA to Project Co hereunder, Project Co will immediately remit same to the appropriate Governmental Authority. Any costs or penalties arising from Project Co's failure to remit in a timely manner amounts received from VCHA in respect of Sales Taxes will be the responsibility of Project Co. Any costs or penalties arising

from VCHA's failure to pay amounts in respect of Sales Taxes to Project Co in a timely manner will be the responsibility of VCHA.

3.9 Additional Rent

VCHA will pay all Additional Rent upon demand by Project Co unless other times for its payment are expressly set out in this VCHA Sublease. If VCHA fails to pay any Additional Rent, as and when due, Project Co will have the same remedies for its collection as it has for recovering Basic Rent in arrears.

3.10 Interest on Arrears

If either party to this VCHA Sublease fails to make any payment to the other party when due under this VCHA Sublease, then the defaulting party will pay to the other party from the date the payment was due until the date payment is actually made, interest on the amount due at the Default Interest Rate, calculated monthly, not in advance. Acceptance of any late payment without interest will not constitute a waiver of a party's right to require interest on the amount due. Project Co will have all remedies for collection of interest as it has for recovering Basic Rent in arrears.

4. THE PREMISES

4.1 Possession and Use of VCHA Sublease Premises

- (a) VCHA will take possession of the VCHA Sublease Premises on the Commencement Date.
- (b) The VCHA Sublease Premises are being leased to VCHA for the Intended Purposes, and VCHA will not use the VCHA Sublease Premises nor allow the VCHA Sublease Premises to be used for any other purposes, nor in any other manner inconsistent with the Intended Purposes.
- (c) VCHA will not allow anyone except for its employees, patients, students, customers, other persons lawfully having business with VCHA, or permitted assignees, licensees or sub-tenants, to use or occupy the VCHA Sublease Premises.
- (d) VCHA will not cause any waste or damage to the VCHA Sublease Premises, the Project or the Site.
- (e) VCHA will not let the VCHA Sublease Premises become untidy or unsightly, and at the end of each business day leave them in such a condition that they can be cleaned.
- (f) VCHA acknowledges and agrees that Project Co's obligations with respect to the condition and physical state of the VCHA Sublease Premises on delivery of possession to VCHA, and during the Term, are as set out in this VCHA Sublease and the Project Agreement.

4.2 Insurance Increases

VCHA will comply promptly with the requirements of all policies of insurance and all insurers pertaining to the Site and the Facility, including with respect to its activities on the Site. VCHA will not knowingly do or permit anything to be done that results in the cancellation or the reduction of coverage under any insurance policy on the Site or any part of the Site, or on the Facility or any part of the Facility.

4.3 Compliance With Laws

In its use and occupancy of the Site and the VCHA Sublease Premises VCHA will comply with and abide by all Laws affecting the Project and the Building, including the VCHA Sublease Premises, and any activity on, or condition of, the Site. The foregoing in no way diminishes the obligations or responsibilities of Project Co under the Project Agreement or this VCHA Sublease.

4.4 Quiet Enjoyment

If VCHA without default pays the Rent and other amounts at the times and in the manner provided in this VCHA Sublease and keeps and performs all the terms, covenants, agreements and conditions of this VCHA Sublease on VCHA's part to be kept and performed, VCHA may possess and enjoy the VCHA Sublease Premises for the Term without disturbance or interruption by Project Co or by any person claiming by, through or under Project Co, subject to the terms and conditions of this VCHA Sublease. If during the Term VCHA is disturbed in its quiet enjoyment of the VCHA Sublease Premises or any part thereof, it will not be entitled to call upon Project Co to defend or warrant it against such disturbance unless the disturbance is caused by any act or omission of Project Co, its agents or employees, or any persons for whom Project Co is legally responsible, or the default of Project Co under this VCHA Sublease or the Project Agreement. In the event of such disturbance VCHA will, until evicted from the VCHA Sublease Premises, abide by and fulfil each of its obligations under this VCHA Sublease in the same manner as if such disturbance had not taken place but will be entitled to exercise a right of set-off against Project Co in respect of any such disturbance. If VCHA is evicted from the VCHA Sublease Premises, Project Co will indemnify VCHA for any Direct Losses it suffers as a result of such eviction, except if such eviction results from a breach by VCHA of its obligations hereunder (which breach is not cured within the time period set out in this VCHA Sublease) or from a breach by VCHA of its obligations under the Building Lease.

4.5 Regulations

VCHA will comply with the Regulations and with any reasonable amendments to them in connection with the use, occupancy, repair, maintenance, or operation of the Site or the Building. Project Co will apply the Regulations to, and enforce them against, all tenants and occupants of the Building without discrimination. The Regulations will form part of this VCHA Sublease. Project Co has the right to amend the Regulations from time to time as in its judgment is necessary or desirable for the proper operation of the Building provided that the Regulations are not inconsistent with any other provision of this VCHA Sublease, apply without discrimination to all tenants of the Building (to the extent applicable to the use of the Building by

any such tenant), and are reasonably necessary for the safe, secure and orderly operation of the Building and the Site.

4.6 Environmental Matters

- (a) VCHA will at all times comply with the Environmental Protocol dated July 2000 prepared by Pottinger Gaherty Environmental Consultants Ltd. for Vancouver Hospital & Health Services Centre (the "**Environmental Protocol**") with respect to its occupation and use of the VCHA Sublease Premises, including complying with the environmental management plan for the VCHA Sublease Premises approved in accordance with the Operation and Maintenance Requirements, except only to the extent that such compliance is the exclusive responsibility of Project Co under the Project Agreement.
- (b) During the Term, VCHA will not install, use or store in the VCHA Sublease Premises, on the Site or adjacent property or into any conducting media servicing or inter-connecting with the VCHA Sublease Premises, any materials, equipment or apparatus the installation, use or storage of which is likely to cause or in fact causes:
- (1) material damage to the Building or the Site, or any portion thereof;
 - (2) any interference with the Facility Users use and enjoyment of the Facility;
 - (3) dust, noise or vibration constituting a nuisance to Project Co, the tenants/subtenants/licensees in the Teaching Clinic Space and the Commercial Space, the general public or the owners or occupiers of any property adjacent to the Building (with the determination of nuisance to be made in accordance with the Dispute Resolution Procedure); or
 - (4) the generation, accumulation or migration of any Hazardous Substance in contravention of applicable Laws. Without limiting the generality of the foregoing, VCHA will in no event use the Site to dispose of, handle or treat any Hazardous Substances in a manner that, in whole or in part, would cause the Site, or any adjacent property, to become a contaminated site under applicable Laws.

Except for substances or things commonly used or generated in facilities similar to the Building, VCHA will notify Project Co in writing prior to installing, using or storing, or permitting any person to install, use or store, any Hazardous Substance in the Building or on the Site.

- (c) VCHA will promptly notify Project Co in writing of:
- (1) any event that does not comply with its obligations in Sections 4.6(a) or (b);

- (2) a release of a Hazardous Substance or any other occurrence or condition at the Site or any adjacent property which could subject Project Co or VCHA to any fines, penalties, orders or proceedings under applicable Law;
- (3) any charge, order, investigation or notice of violation or non-compliance issued against VCHA or relating to the Building or its operations at the Site under any applicable Law; and
- (4) any notice, claim, action or other proceeding by any third party against VCHA concerning the release or alleged release of any Hazardous Substance at or from the Site.

VCHA will notify the appropriate Governmental Authorities of any release of any Hazardous Substance at or from the VCHA Sublease Premises or the Site in accordance with applicable Law. Failure by VCHA to do so will authorize, but not obligate, Project Co to notify the Governmental Authorities. VCHA covenants and agrees, at its sole cost and expense, to use all commercially reasonable efforts to ensure that Project Co is not a party to or named on any charge, order, investigation or notice issued against VCHA or relating to the VCHA Sublease Premises or VCHA's operations at the Site by any appropriate Governmental Authority under applicable Law except where the events or conditions in question are the result of the actions or omissions of Project Co or any person for whom it is in law responsible.

VCHA will take all commercially reasonable efforts to remedy, or to cause to be remedied, any event described above (except where the events or conditions in question are the result of the actions or omissions of Project Co or any person for whom it is in law responsible) and keep Project Co informed of all such efforts.

- (d) If requested by Project Co or required by any Governmental Authority pursuant to applicable Law, VCHA will, at its own cost and in accordance with applicable Law, remove from the VCHA Sublease Premises any and all Hazardous Substances, and remediate any contamination of the VCHA Sublease Premises or any adjacent property resulting from Hazardous Substances, in either case brought onto, used at or released from the VCHA Sublease Premises by VCHA or any person for whom it is in law responsible. For greater certainty, the foregoing obligations of VCHA will include the treatment of water (including surface and groundwater) and the remediation by removal of any soils containing Hazardous Substances at levels exceeding the standards set as acceptable at the time of remediation by the applicable Governmental Authority, being with respect to soils, the standard applicable to property used for commercial purposes and with respect to water, as determined by the Governmental Authority given the character and use of water in the area of the Site. Any soil so removed will be promptly replaced by soil free of Hazardous Substances at concentrations above the standard described in the preceding sentence. The

timing requirements for VCHA to fulfill its obligations under this paragraph shall be determined by an independent, qualified third party.

VCHA will provide to Project Co full information with respect to any remedial work performed pursuant to this Section 4.6(d). VCHA will use a qualified environmental consultant approved by Project Co, acting reasonably, to perform the remediation. VCHA will, at its own cost, obtain such approvals and certificates from the B.C. Ministry of Water, Land and Air Protection (or its successor Ministry) in respect of the remediation as are required under applicable Law, including, if applicable, a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry.

If an independent, qualified consultant reasonably determines that Project Co, its property or the Site is placed in any jeopardy by the requirement for any such remedial work, Project Co may, but will be under no obligation to, provide notice to VCHA and undertake itself such work or any part thereof with Project Co's reasonable and direct, out-of-pocket costs and expenses to be paid by VCHA. Such costs and expenses of Project Co to undertake the remedial work will be agreed upon by VCHA and Project Co, each acting reasonably, prior to Project Co undertaking such work or any part thereof. If the parties are unable to agree upon such costs and expenses, then the matter will be determined in accordance with the Dispute Resolution Procedure.

- (e) Any Hazardous Substance or material or good containing a Hazardous Substance brought onto, used at or released from the VCHA Sublease Premises by VCHA or any person for whom it is in law responsible, or any top soil, earth or other material containing a Hazardous Substance removed from the Site by VCHA or any person for whom it is in law responsible, will be and remain the sole and exclusive property and responsibility of VCHA and will not become the property of Project Co, notwithstanding the degree of its affixation to the Site and notwithstanding the expiry or earlier termination of this VCHA Sublease.
- (f) VCHA will provide to Project Co a copy of any environmental site investigation, assessment, audit or report relating to the VCHA Sublease Premises conducted by or for VCHA at any time before, during or after the Term.

5. PROJECT CO'S SERVICES

5.1 Services to be Provided to the VCHA Sublease Premises

Project Co will provide to the VCHA Sublease Premises the services, and will operate, maintain and repair the Building, as provided in the Operations and Maintenance Requirements.

5.2 Access

Project Co will have a non-exclusive licence for Project Co and its invitees to use the common entrances, lobbies, stairways, elevators and corridors of the Building to the extent required to gain access to the Commercial Space, subject to the Regulations.

5.3 Washrooms

Project Co will have a non-exclusive licence for Project Co and its invitees to use the washrooms on the floor on which the Commercial Space is located.

6. REPAIRS, RENOVATIONS, DAMAGE AND EXPROPRIATION

6.1 Responsibility for Repairs

The respective responsibilities of Project Co and VCHA for the repair and maintenance of the VCHA Sublease Premises are as set out in the Operations and Maintenance Requirements and in this VCHA Sublease.

6.2 Inspection and Access

Project Co, its servants, agents, contractors and representatives may enter the VCHA Sublease Premises at reasonable times and on two days' notice to VCHA, and at any time during any Emergency, to:

- (a) inspect the performance by VCHA of the terms, covenants, agreements and conditions of this VCHA Sublease;
- (b) inspect or supervise any repair, maintenance, or renovation performed by or on behalf of VCHA;
- (c) perform any Correction, Repair or Renovation;
- (d) gain access to utilities and services (including under floor or overhead ducts and access panels);
- (e) determine utility and services consumption by VCHA and the other occupants of the VCHA Sublease Premises; and
- (f) post or keep posted therein notices as required or permitted by any Law.

In performing any Correction, Repair or Renovation, Project Co may bring equipment and material into the VCHA Sublease Premises. VCHA will not be entitled to compensation for any inconvenience, nuisance, or discomfort caused by Project Co's work in the VCHA Sublease Premises, provided Project Co makes commercially reasonable efforts to accommodate VCHA's needs and concerns with respect to that work, and disturbs the use and enjoyment of the VCHA Sublease Premises by VCHA and its subtenants and licensees as little as reasonably possible.

6.3 Renovations

The respective rights and responsibilities of VCHA and Project Co with respect to Renovations of the VCHA Sublease Premises or the Building are as set out in the Project Agreement.

6.4 Liens

Except as set out in the following paragraph, VCHA will keep the Building free and clear of any and all Encumbrances arising out of any actions or defaults of VCHA and those claiming under it or for whom it is legally responsible, other than Permitted Encumbrances.

If at any time a claim of builder's lien is filed against the Site or any part thereof by reason of work, labour, services or materials provided or alleged to have been provided to VCHA or any other occupant of the VCHA Sublease Premises, then VCHA will forthwith take steps as required to discharge the claim of builder's lien; provided that VCHA may dispute such builder's lien or filing thereof so long as VCHA is proceeding in such dispute in a diligent manner and VCHA, at Project Co's option, (i) delivers to Project Co security therefor as is reasonably required by Project Co, or (ii) pays into court the amount claimed and registers all such documents as may be required to discharge such lien. If VCHA fails to take any of the foregoing steps, then Project Co may, at its election, upon five days' notice to VCHA, take all reasonable steps to obtain the discharge, including paying the amount of the lien into court, and in such event all the costs reasonably incurred by Project Co in that respect are due and payable forthwith by VCHA. If VCHA fails to pay such costs, then Project Co may set-off the amounts of such costs plus interest at the Default Interest Rate against amounts owing by Project Co to VCHA.

If VCHA's leasehold interest or the Site thereby becomes liable, in Project Co's judgment, to forfeiture or sale, Project Co may discharge any such lien. In that case, VCHA will reimburse Project Co on demand for the amount of the lien and Project Co's costs and expenses of so discharging. If VCHA fails to pay such costs, then Project Co may set-off the amounts of such costs plus interest at the Default Interest Rate against amounts owing by Project Co to VCHA.

6.5 Obligations when the Building is Damaged or Destroyed

The respective rights and obligations of Project Co and VCHA in the event of damage to or partial or substantial destruction of the Building are as set out in the Project Agreement.

6.6 Expropriation

If a Governmental Authority expropriates all or part of the Site or Building, Project Co will have no liability to VCHA under this VCHA Sublease in respect of that expropriation, and the terms and conditions of the Project Agreement with respect to expropriation will govern.

7. INSURANCE

7.1 VCHA's and Project Co's Insurance

Each of VCHA and Project Co will obtain and maintain the insurance required to be maintained by it as set out in the Project Agreement. All proceeds of such insurance will be dealt with as provided in the Project Agreement.

8. TERMINATION

8.1 Default

If the Project Agreement is terminated for any reason, then Project Co may by written notice, but without entry or other action of Project Co (except as set out in the Project Agreement), terminate this VCHA Sublease immediately upon the sending of such notice and all rights of VCHA under this VCHA Sublease and all rights of any persons claiming under VCHA will thereupon cease.

8.2 VCHA May Not Terminate

Notwithstanding any statutory or other right to the contrary in effect, VCHA will have no right to terminate this VCHA Sublease prior to its expiry, except as may be provided in the Project Agreement.

9. GENERAL PROVISIONS

9.1 Overholding

This VCHA Sublease will terminate at the End of the Term without notice or demand. If VCHA stays in the VCHA Sublease Premises after the End of the Term without a further written agreement with Project Co, such holding over will not constitute a renewal of this VCHA Sublease. In such case, Project Co, at its option, may elect to treat VCHA as one who has not vacated at the End of the Term and to exercise all its remedies in that situation, or may elect to construe such holding over as a tenancy from month to month subject to all the terms of this VCHA Sublease, except: (i) for Term, (ii) for basic rent which will be equal to the Basic Rent payable in respect of the last year before the End of the Term, or the last renewal term, as the case may be, Adjusted for Inflation (as defined in Schedule 15 to the Project Agreement) and payable in advance in monthly instalments on the first day of each month, and (iii) that there will be no inducements or allowances, renewal rights, rent abatements, rights of refusal, rights to additional space or other like concessions or rights.

9.2 Subordination

Subject to the provisions of the Project Agreement, this VCHA Sublease and VCHA's rights hereunder will be subordinated and postponed to all mortgages and other financial charges, and the instruments of, as well as the charge or lien resulting from all or any of them, which now or hereafter charge Project Co's interest in and to the Building, and to all renewals, modifications, consolidations, replacements, or extensions of same, notwithstanding the respective dates of execution or registration, provided each mortgagee or holder of such financial charges enters into an agreement with VCHA, on commercially reasonable terms, in which the mortgagee or holder agrees that as long as VCHA pays the Rent and observes and complies with its obligations hereunder VCHA's use and occupancy of the VCHA Sublease Premises will not be disturbed notwithstanding the exercise of any remedies available to the mortgagee or holder in respect of debts of Project Co.

Subject to the provisions of the Project Agreement, if possession is taken under, or any proceedings are brought under the mortgage or financial charge referred to above, VCHA will attorn to the Person that so takes possession if that Person requests it and will recognize that Person as Project Co under this VCHA Sublease provided that such Person complies with all of the obligations and liabilities of Project Co under this VCHA Sublease. This attornment will be contemplated in the subordination and non-disturbance agreement referred to above.

9.3 Certificates

Within ten (10) Business Days after a request from a party to this VCHA Sublease, the party to this VCHA Sublease receiving the request will deliver to the other party hereto and any permitted mortgagee, assignee or other transferee of the requesting party's interest in this VCHA Sublease, a certificate of a senior officer certifying:

- (a) that this VCHA Sublease is in full force and effect, except only for any written modifications that have been agreed to by the parties hereto;
- (b) the commencement and expiry dates of this VCHA Sublease;
- (c) the date to which Rent has been paid under this VCHA Sublease;
- (d) that there is not any uncured default on the part of the requesting party or if there is a default, the certificate will state the particulars; and
- (e) whether there are any set-offs, defences or counter-claims against enforcement of the obligations to be performed under this VCHA Sublease by the party delivering the certificate.

9.4 Notices

All notices, demands, requests and other writing which may or are required to be given, made or sent pursuant to this VCHA Sublease will be in writing and will be sufficiently given if delivered as provided in Section 21.5 of the Project Agreement.

9.5 Time of Essence

Time will be of the essence of this VCHA Sublease.

9.6 Registration

VCHA will not register this VCHA Sublease in any Land Titles Office and Project Co will not be required to provide this VCHA Sublease in registrable form. Either party may register in the applicable Land Titles Office, at its own expense, a short form or notice of this VCHA Sublease prepared by either party, in a form acceptable to the other party acting reasonably, which the other party will execute on request.

9.7 Binding Effect

This VCHA Sublease will enure to the benefit of and be binding upon and apply to the respective successors and permitted assigns of VCHA and Project Co.

9.8 Further Acts

Each of the parties agree to do all acts and sign such documents as may be requested by the other party in order to give effect to the terms and intentions expressed in this VCHA Sublease.

9.9 Waiver and Condoning

None of the terms, covenants, agreements or conditions of this VCHA Sublease will be or be deemed or construed to be waived by Project Co except by the written consent of Project Co and that if Project Co fails or neglects for any reason to take advantage of any of the terms in this VCHA Sublease permitting the termination or forfeiture of this VCHA Sublease in whole or in part, or any other remedy or action by Project Co, any such failure or neglect of Project Co will not be, nor be deemed nor construed to be, a waiver of any right subsequently arising to terminate or forfeit this VCHA Sublease, to seek a remedy or take such action, or as a waiver of the right to require observance and performance of any of the obligations of VCHA under this VCHA Sublease.

9.10 Dispositions

The provisions of the Project Agreement will govern with respect to the assignment or other disposition by either party of its interest in and to this VCHA Sublease.

IN WITNESS WHEREOF Project Co and VCHA have executed this VCHA Sublease as of the day and year first above written.

VANCOUVER COASTAL HEALTH AUTHORITY

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

AHV ACCESS HEALTH VANCOUVER LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE A
FLOOR PLANS OF THE PREMISES

See preliminary floor plans included in Schedule 4A to the Project Agreement.

SCHEDULE B
PLAN OF THE SITE AND BUILDING LOCATION

The Building is the Academic Ambulatory Care Centre building to be constructed pursuant to the Project Agreement and to be located at the Site as shown on the preliminary site plan attached hereto.

[attach Lot 1 Plan with site boundaries out lined in black.]

SCHEDULE C

REGULATIONS

1. Definitions

Initially capitalized terms in these Regulations will have the same meanings as in the VCHA Sublease except if otherwise defined herein.

2. Access and Exit

Tenants or occupants in the Building ("**Tenants**") will not, nor permit their customers or invitees to, loiter in or on, or obstruct or use the sidewalks or driveways adjacent to the Building, or the entries, corridors, elevators, or staircases in the Building, except for accessing or exiting to or from their premises. Project Co reserves control of all parts of the Building used for the common benefit of Tenants, as it may deem advisable, but will not unduly impair accessing or exiting to or from premises. Tenants will shut off lights when leaving their premises after normal business hours.

3. No Smoking

Tenants will not permit any smoking in the Building or on the Site except in areas designated by Project Co for that purpose.

4. Fire Exits

Tenants will not use the fire exits except in case of emergency, except if Project Co designates same as normal exits.

5. Fire Evacuation Procedures and Fire Doors

Tenants will comply with all fire safety and evacuation procedures Project Co imposes from time to time. Project Co from time to time may install doors in the exterior walls of premises necessary to comply with the lawful requirements of any Governmental Authority. Tenants and Project Co may use such doors in case of emergency.

6. Security

Project Co may lock the Building entrance doors except during Normal Business Hours. All persons entering or leaving the Building except during Normal Business Hours will register, if required, in the book kept by Project Co at or near the night entrance. Project Co may prevent any person from so entering or leaving unless that person has a key or card access pass to the elevator and/or the premises to which he seeks entrance and a pass in a form approved by Project Co. Any persons found in the Building except during Normal Business Hours without such keys and passes may be subject to surveillance by Project Co's employees and agents and may be required to leave the Building. Tenants will be responsible for securing their premises and, if required, for locking Building entrance and exit doors when entering or leaving

the Building.

7. Windows

Windows that reflect or admit light into the premises of Tenants will not be covered or obstructed except by interior blinds, and no awning will be put up over any window without Project Co's consent. Tenants will permit window cleaners to clean office windows during or after Normal Business Hours. Tenants will not place anything on the Building windows or projections, and will not throw anything out of the windows or doors or down the passages or skylights of the Building. The lining of all window coverings facing the interior surface of exterior windows will be subject to Project Co's consent as to colour, material and type. Tenants will not hang, and will remove, any window coverings which, in Project Co's opinion, do not conform to a uniform scheme of window coverings established for the Building.

8. Washrooms

Tenants will not use washrooms, plumbing or other apparatus for any purpose except those for which they were constructed, and will not put any sweepings, rubbish, rags, ashes, or other substances therein. Each Tenant will pay the cost of any damage resulting thereto from misuse by it. Tenants will not let water run unless in actual use.

9. Directory Board

Tenants, at their cost, may have their names shown upon the Building's directory board, but Project Co may design the style and regulate the content of such identification and allocate the space on the directory board for each Tenant.

10. Use of Premises

Tenants will not permit any person to use their premises for sleeping apartments, for residential or any immoral or unlawful purpose, or to store personal effects or articles not required for business purposes.

11. Cooking

Tenants will not permit any cooking in their premises without Project Co's consent.

12. Food Services

Tenants will not grant any concession, licence, or permission to sell or to take orders for food, services, or merchandise and will not install or permit the installation or use of any machine or equipment for dispensing merchandise, food, or beverages, and will not permit the preparation, serving, distribution, or delivery of food or beverages in their premises or the Building without Project Co's consent, and then only in accordance with arrangements Project Co may prescribe. Only persons approved by Project Co will be permitted to serve, distribute, or deliver food and beverages within the Building or to use any public area for that purpose.

13. Pets and Bicycles

Tenants will not bring into or keep in their premises or the Building any vehicles, animals, birds, or other pets.

Tenants will store any bicycles in the bicycle storage room set out in the site plan.

14. Soliciting

Canvassing, soliciting, and peddling in the Building are prohibited, and Tenants will co-operate with Project Co to prevent same.

15. Equipment, Safes, Mechanical Devices and Freight

Tenants will not bring in or take out, position, construct, install, or move any safe, large business machine, or other heavy office equipment without Project Co's consent. In giving such consent, Project Co may prescribe the permitted weight and position of such safes, business machines, or equipment, and the use and design of planks, skids, or platforms to distribute the weight. Tenants will move heavy equipment in and out of their premises only after giving notice to Project Co and only as required by Project Co. Project Co may inspect any freight.

16. Moving of Furniture, Equipment and Effects

Tenants will not bring into or remove from their premises any furniture, equipment effects, or substantial amounts of supplies, except by way of the Building's loading dock, under supervision of the Building's managers and at such times, in such manner and by such routes as Project Co may approve.

17. Hand Trucks

Any hand trucks, carryalls, or similar appliances used in the Building will be equipped with rubber tires, side guards, and such other safeguards as Project Co may require.

18. Electrical Closets and HVAC

Tenants will not obstruct or interfere with access to ducts or janitor and electrical closets in their premises. If Tenants have carpeted over the ducts, or otherwise obstructed access to same, they will pay Project Co's costs of providing access to the ducts. Tenants will not leave anything on any radiator or induction unit.

19. Wiring

Tenants will not mark, paint, drill into, or in any way deface the walls, ceilings, partitions, floors, wood, stone or ironwork. Boring, cutting, coring, or stringing wires or pipes will not be permitted, except with Project Co's consent, and as it may direct. If any of Tenants desire telegraphic or telephonic connections, Project Co reserves the right to direct electricians as to where and how the wires are to be introduced, and the type of wires, and without such directions no borings, cutting or coring for wires will occur. No other wires or pipes of any kind

will be introduced without Project Co's consent.

20. Music and Sound

Tenants will not operate any musical or sound producing instruments or devices outside their premises or inside their premises which may be heard outside. Tenants will not install any radio or television antennae, satellite dishes, loud speakers, sound amplifiers, or similar devices on the roof or exterior walls of the Building.

21. Glass, Locks and Trimmings

Tenants will keep whole all glass, locks, and trimmings in or upon the doors or windows affording access to or admitting light into their premises. Whenever any part thereof is broken, Tenants will immediately cause the same to be replaced or repaired, by some person or persons approved by Project Co, to Project Co's satisfaction, and Tenants responsible will pay the cost of such replacement.

22. Locks/Access Cards

Tenants will not place or keep on any door leading into or inside their premises any lock or bolt except such locks or bolts which permit all doors to be on Project Co's master or sub-master key or access card system. Tenants will not change locks or their mechanisms without Project Co's consent. Tenants will give Project Co a key and access card to all locks. Tenants will report the loss of any key or access card to Project Co without delay. On request, Tenants will give Project Co a list of any people who have keys or access cards. Tenants will not give keys or access cards to any persons except staff members.

23. Caretaking

Except in the case of Emergency (for which Project Co will have 24-hour access) or as otherwise set out in this VCHA Sublease, Tenants will permit the janitor, caretaker, or such other person or persons as Project Co may designate, to take charge of and clean their premises before 7:00 a.m. and after 7:00 p.m.