

Dawson, Gail C AG:EX

From: Dawson, Gail C AG:EX
Sent: Wednesday, October 12, 2011 2:27 PM
To: Tupper, Chris AG:EX; Kerr, Carleen AG:EX; Matheson, Carissa SG:EX; Hughes, Candice AG:EX
Subject: FW: Occupy Victoria - October 15th @ 12:00 p.m. Centennial Square
Importance: High

FYI.

Gail

From: Jane, Mona AG:EX
Sent: Wednesday, October 12, 2011 2:12 PM
To: AG Ministry Watch
Cc: AG BCP, Branch Coordinators; Atherton, Betty-Ann AG:EX
Subject: Occupy Victoria - October 15th @ 12:00 p.m. Centennial Square
Importance: High

Further to last week's email from Betty-Ann Atherton, advising of "Occupy Vancouver", we have just become aware an "Occupy Victoria" protest is also in the planning for Saturday, October 15th at 12:00 p.m., Centennial Square in downtown Victoria.

Information is available at: <http://occupyvictoria.ca/>

The event is being promoted as 'non violent' and we are unaware of any concern to the contrary.

It is prudent to review security protocols for your respective government offices that may be impacted and educate staff in the various options available, should they be required.

The document provided below is a tool that contains relevant information and is a good resource for raising awareness and educating staff in steps that can/should be taken if necessary. It may be helpful to review and familiarize yourself with the document and its contents.

Should you have any questions, please contact Betty-Ann or myself.

Thank you



direct action
incidents checkl...

Mona Jane
BCMP Advisor and Risk Analyst
Ministry of Attorney General and

Ministry of Public Safety and Solicitor General

Ph. # (250) 387-6893

s.17

Fax #(250) 356-8739

Appendix A

OFFICE OCCUPATIONS AND DEMONSTRATIONS

Incident Checklist for Managers

This is a general action list to consider – incidents vary, so not all actions will be required in every case. Treat demonstrators in a civil, non-confrontational manner. **Do not risk personal injury to protect property or assets.**

- ☐ Advise employees of procedures in the event of a direct action incident.
- ☐ Designate a senior management representative to meet with a representative of the demonstrators to determine their demands or objectives.
- ☐ Advise the demonstrators the need for employees to maintain their normal duties and ask that the demonstration not disturb the activities of the office.
- ☐ Maintain an event log.
- ☐ Inform the Senior Manager on-site and refer to Contact List in Appendix B Contact to notify as required:
 - ☐ Program Area Managers
 - ☐ Police
 - ☐ Other building tenants
 - ☐ Landlord/Property Manager
 - ☐ ARES
 - ☐ Ministry Security Officer
 - ☐ Public Affairs Bureau
- ☐ Inform employees to activate computer screen savers and password protect screen savers or turn off their computers.
- ☐ Ensure employees have proper identification (e.g. ID/Access Cards) and only authorized persons are allowed entry. Authorized visitors should be escorted to and from meeting destinations.
- ☐ Ensure that the building is secured - contact your Facilities Services representative to remotely set the electronic locks or hire a security guard. Ensure that master keys for the building are accessible.
- ☐ Ensure that important information and assets are secured - lock desks, filing cabinets, office doors, and secure file rooms and server rooms.
- ☐ Ensure employees have proper identification (e.g., ID, Access Card) to gain entry to the building and offices.
- ☐ Contact the IT representative, if necessary, to remotely disconnect server access or change software programming and disconnect telephone access.
- ☐ Ensure employees and visitors can safely leave the building if required. Assist in escorting employees and visitors off the site.
- ☐ Inform other provincial government offices in the immediate area of the incident.
- ☐ Establish a base of operations and an on-site team, as required. Issue cell phones to on-site team. Refer to Business Continuity Plans.
- ☐ Ensure that employee lists with home telephone numbers and Emergency Contact Lists are accessible. Advise employees when to return to work, if necessary.
- ☐ Conduct a debriefing session for all employees following the incident - consult with Strategic Human Resources. Ensure employees have access to Critical Stress Management Program.
- ☐ Conduct an after incident assessment of any theft/damage to property. Complete a General Incident or Loss Report.
- ☐ Review and evaluate the workplace security and safety measures following the incident.

Appendix B

OFFICE OCCUPATIONS AND DEMONSTRATIONS

Contacts for:

Location:

Senior Management	Name	Phone	Cell	Fax
Other Building Tenant Contacts:				

General Contacts	Name	Phone	Cell	Fax
Public Affairs Bureau				
Police				
ARES				
Landlord/Property Manager				
Ministry OSH Contact				
Ministry Security Officer	Betty-Ann Atherton	250 356-5060	s.17	250 387-5034
Risk Management Branch and Government Security Office	Shaun Fynes	250 387-0522		250 356-6222
BC Employee and Family Assistance Program (24 hour line)	N/A	1 800 655-5004	N/A	N/A

Dawson, Gail C AG:EX

From: Dawson, Gail C AG:EX
Sent: Wednesday, October 12, 2011 9:31 AM
To: Tupper, Chris AG:EX; Kerr, Carleen AG:EX; Matheson, Carissa SG:EX; Hughes, Candice AG:EX
Subject: FW: "Occupy Vancouver" protest

FYI.

Gail Dawson
Office of the Attorney General
Rm 232, Parliament Buildings
Telephone: 387-1866
Facsimile: 387-6411
Email: Gail.C.Dawson@gov.bc.ca

From: Jane, Mona AG:EX
Sent: Wednesday, October 12, 2011 9:28 AM
To: AG BCP, Branch Coordinators
Subject: FW: "Occupy Vancouver" protest

Please see note below regarding Occupy Vancouver protest, planned for October 15th, 2011 and share, as required.

Thank you

Mona Jane
BCMP Advisor and Risk Analyst
Ministry of Attorney General and
Ministry of Public Safety and Solicitor General
Ph. # (250) 387-6893
s.17
Fax #(250) 356-8739

From: Atherton, Betty-Ann AG:EX
Sent: Thursday, October 6, 2011 7:33 PM
To: Allen, Terri L SG:EX; Andrade, Ana AG:EX; Atherton, Betty-Ann AG:EX; Balicki, Stan SG:EX; Beaulieu, Mark J AG:EX; Biggs, Jackie SG:EX; Blair, Alison; Butterfield, Nicole SG:EX; Cornett, Kathy M SG:EX; Dobbie, Gabriele AG:EX; Elliot, Joanie-Leigh AG:EX; Evans, Jan L SG:EX; Gibbons, Annette AG:EX; Gorman, Shayne M AG:EX; Heuman, Sheena AG:EX; Hood, Valerie J SG:EX; Hoskins, Jeannie SG:EX; Jane, Mona AG:EX; Kimber, Troy AG:EX; Labh, Janet AG:EX; McCrea, Bill J SG:EX; McMeekin, Laurie D AG:EX; Mueller, Linda GCPE:EX; Nash, Andrea G; Oakley, John SG:EX; Philippides, Edna M AG:EX; Plater, Aaron N AG:EX; Prophet, Carl AG:EX; Quigley, Caitlin AG:EX; Richter, Connie AG:EX; Smith, Melissa SG:EX; St Hilair, Diane CSNR:EX; Thorburn, Paula D AG:EX; Veregin, Donna SG:EX; Wallbank, Cindy M AG:EX; Watson, Eileen R AG:EX; White, John D AG:EX; Williams, Cameron M AG:EX; XT:DeBou, Dan AG:IN; XT:Jamieson, Gene AG:IN
Subject: FW: "Occupy Vancouver" protest

FYI and distribution to offices in or near the protest area.

Betty-Ann Atherton, CRM
Director, Security and Corporate Risk
Ministry Corporate Security Office

Ministry of Attorney General
Ministry of Public Safety and Solicitor General

Phone 250 356-5060

s.17

This communication (both the message and any attachments) is confidential. It is only for the use of the intended recipient. Any distribution, copying, or other use by anyone else without my express permission as an employee of the Ministry of Attorney General is strictly prohibited. If you have received this communication in error, please destroy the email message and any attachments immediately and notify me by telephone or by email.

From: Fynes, Shaun F FIN:EX
Sent: Wednesday, October 5, 2011 4:37 PM
To: MSO (Ministry Security Officers)
Cc: Grewar, Phil J FIN:EX; Foxall, Dave FIN:EX; Freeman, Patrick FIN:EX
Subject: "Occupy Vancouver" protest

Hi All,

Just a heads up that an "Occupy Vancouver" protest is planned for Saturday the 15th October starting from the Art Gallery and along Howe St. in downtown Vancouver.

The event is being promoted as 'non violent' and we are unaware of any concern to the contrary.

That said if there is to be a protest rally it would be prudent to review security protocols for your respective government offices within that general area.

Thanks,
Shaun

Shaun Fynes CPP, PCI, PSP, CRM
Chief Security Officer.

Government Security Office,
Risk Management Branch.
Office # (250) 387-0522

s.17

e mail: shaun.fynes@gov.bc.ca

"We are what we repeatedly do. Excellence, then is not an act but a habit" [Aristotle]

This message, including any attachments to it, is confidential and not intended for further distribution without first consulting with the author. If this e-mail is requested under the "Freedom Of Information and Protection of Privacy Act" (FOIPPA), please consult with the Ministry of Finance Information and Privacy Office to determine whether it is releasable in view of the potential application of the FOIPPA Sections dealing with security or safety issues and policy advice.

Lyttle, Shawna AG:EX

From: Loukidelis, David AG:EX
Sent: Tuesday, November 1, 2011 8:24 PM
To: Fyfe, Richard J AG:EX
Subject: FW: Vancouver Art Gallery - Occupy
Attachments: VAG lease.pdf

I have attached lease here.

s.14

From: Hodge, Jessica SG:EX
Sent: Tuesday, November 01, 2011 5:27 PM
To: Loukidelis, David AG:EX
Subject: Fw: Vancouver Art Gallery - Occupy

From: McLaughlin, Joel G LCTZ:EX
Sent: Tuesday, November 01, 2011 05:24 PM
To: Hodge, Jessica SG:EX; Sproule, Spencer PREM:EX; Maksymetz, Richard SG:EX
Cc: Tupper, Chris AG:EX; Mills, Shane PREM:EX; Halford, Trevor M PREM:EX
Subject: RE: Vancouver Art Gallery - Occupy

Here's the lease if anyone needs it.

jm

From: McLaughlin, Joel G LCTZ:EX
Sent: Tuesday, November 1, 2011 5:08 PM
To: Hodge, Jessica SG:EX; Sproule, Spencer PREM:EX; Maksymetz, Richard SG:EX
Cc: Tupper, Chris AG:EX; Mills, Shane PREM:EX; Halford, Trevor M PREM:EX
Subject: RE: Vancouver Art Gallery - Occupy

I'm still waiting on the lease documentation but until then, the advice remains:

The Province owns the Land and it has been leased to the City of Vancouver for 99 years commencing March 1, 1980. As such the City has full responsibility for items such as safety and security on the Land for situations such as Occupy Vancouver for which they would make the call with respect to the rules and regulations of use of the site including evictions. All City by-laws apply.

From: Hodge, Jessica SG:EX
Sent: Tuesday, November 1, 2011 5:06 PM
To: Sproule, Spencer PREM:EX; Maksymetz, Richard SG:EX
Cc: McLaughlin, Joel G LCTZ:EX; Tupper, Chris AG:EX; Mills, Shane PREM:EX; Halford, Trevor M PREM:EX
Subject: RE: Vancouver Art Gallery - Occupy

No media requests

SG has asked that Clayton Pecknold call Global to confirm that it is City's responsibility for security and policing of land.. (You ok with this?)

SG not available right now to do call.. just finished an hour of media re: metal theft and must go to AG briefing.

From: Sproule, Spencer PREM:EX
Sent: Tuesday, November 1, 2011 5:03 PM
To: Hodge, Jessica SG:EX; Maksymetz, Richard SG:EX
Cc: McLaughlin, Joel G LCTZ:EX; Tupper, Chris AG:EX; Mills, Shane PREM:EX; Halford, Trevor M PREM:EX
Subject: Vancouver Art Gallery - Occupy

Jess or Richard,

To confirm: There have been no media requests on Ballems comments re: provincial ownership of V.A.G.?

I asked Joel to action getting information re: lease agreement and details on lease – he should have that information to you and your minister by now.

s.13

SOCIAL MEDIA FEED BELOW:

JEFF LEE: City Man. Penny Ballem says province, which owns land on #occupyvancouver but city "not following the documents" to letter of lease #vanelxn

GLOBAL: City Mgr. Penny Ballem says VAG sits on prov gov't land, although land is leased to city, provincial gov't has no desire to take any action.

1980.

THIS INDENTURE made the 22nd day of October*Logan
H. H. H.
1957*

BETWEEN:

BRITISH COLUMBIA BUILDINGS CORPORATION,
a company incorporated by special Act
of the Legislature of the Province of
British Columbia, with offices at
400 - 910 Government Street, Victoria,
British Columbia,

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

CITY OF VANCOUVER, 453 West 12th Avenue,
Vancouver, British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSETH that in consideration of the rents,
covenants, conditions and agreements hereinafter respectively
reserved and contained, the Lessor does demise and lease
unto the Lessee the lands (hereinafter called the "Lands")
and the buildings situate thereon (hereinafter called the
"Buildings" which shall be deemed to include any additions
or changes to the existing structures contemplated by the
Lessee) known as the Vancouver Court House and situate at
600 West Georgia Street, in the City of Vancouver, in the
Province of British Columbia and legally described as:

Block Fifty-one (51),
District Lot Five Hundred Forty-one (541),
Plan Fourteen Thousand Four Hundred Twenty-
three (14423)

(hereinafter collectively called the "demised premises")

as shown on the plan attached hereto as Schedule "A" and which forms part of this Lease.

TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of ninety-nine (99) years commencing on the 1st day of March, 1980, and ending on the 28th day of February, 2079 (hereinafter called the "Term").

YIELDING AND PAYING therefor unto the Lessor, as minimum rent, the sum of Ninety-Nine Dollars (\$99.00) in advance for the Term on the date hereof.

1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:-

(a) Rent

To pay to the Lessor minimum rent and additional rent as herein provided;

(b) Intent

The Lessee acknowledges and agrees that it is intended that this lease shall be a completely carefree net lease for the Lessor except as shall be otherwise provided

in the specific provisions contained in this lease, and that the Lessor shall not be responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the demised premises, or the contents thereof, and the Lessee, except as shall be otherwise provided in the specific provisions contained in this lease, shall pay all charges, impositions and costs of every nature and kind relating to the demised premises and the Lessee covenants with Lessor accordingly;

✱

- (c) At all times during the Term and at its own expense:
 - (i) to keep the demised premises in a tidy, clean and sanitary condition and shall observe all rules, regulations, and directions of building inspectors, health, fire and other municipal or other officers, agencies or departments having jurisdiction, whether Federal, Provincial or Municipal, and of the Lessor relating to cleanliness, sanitation, garbage and maintenance of the demised premises;
 - (ii) to keep the demised premises free of debris and to provide garbage and waste collection and disposal services, and security and supervision services all in accordance with the requirements of the Lessor;

(d) Utilities

To pay or cause to be paid as additional rent when due all charges for gas, electricity, light, heat, power, telephone and water used in or supplied to the demised premises throughout the Term and will indemnify and keep indemnified the Lessor from and against payment of all losses, costs, charges and expenses occasioned by or arising from any and all such charges;

(e) Taxes

To pay all taxes, rates, charges and assessments levied against the demised premises and the Lessee hereby acknowledges that the Lessor will not during the Term make any further grant in lieu of taxes to the Lessee;

(f) Repairs and Maintenance

At all times during the Term and at its own cost and expense, to repair, maintain, keep and make replacements to the demised premises including, but not limited to machinery, equipment, fixtures, walls, foundations, footings, sub-floors, roofs, vaults, elevators and other mechanical systems, heating equipment, air conditioning equipment (if any), sidewalks, parking and delivery areas, water and sewer mains and connections, water, gas and electric pipes and conduits, glass, plate glass, doors, windows and all other fixtures and appurtenances in, under, upon the demised

premises or necessarily incidental to the demised premises and any improvement now or hereafter made to the demised premises, in such order and condition or shall cause to be put and kept in such order and condition as they severally and respectively are on the date of commencement of this lease; and the Lessee covenants to perform such maintenance, to effect such repairs and to decorate at its own cost and expense as and when necessary or reasonably required so to do by the Lessor. The Lessor and the Lessee acknowledge that they have, prior to the date of commencement of this lease examined the demised premises and agreed upon the condition of each and every component thereof. Any repairs, replacements or reconstruction required to be made by the Lessee hereunder shall be in all respects to a standard at least equal in quality of material and workmanship to the standard of the demised premises as they severally and respectively are on the date of commencement of this lease;

(g) Insurance

(i) Fire Insurance

To insure and keep insured the demised premises against loss or damage by fire and other perils now or hereafter from time to time embraced by or defined in the Commercial Building form of insurance coverage applicable to similar properties as the demised premises and effected in the Province

of British Columbia by prudent owners from time to time during the Term in an amount equal to the full replacement value thereof in the joint names of the Lessor and the Lessee;

(ii) Comprehensive General Liability

To maintain comprehensive general public liability insurance (including bodily injury, death and property damage) on an occurrence basis with respect to the business carried on, in or from the demised premises and the Lessee's use and occupancy thereof, and liability assumed by the Lessee and applicable to this lease, indemnifying and protecting the Lessor and the Lessee to limits approved by the Lessor, such approval not to be unreasonably withheld. The Lessor shall be included in the policy or policies as a named insured and the policy or policies shall contain a standard form of cross-liability clause;

(iii) To provide to the Lessor evidence satisfactory to the Lessor of the insurances referred to in subparagraphs (i) and (ii) above and of any renewals or substitutions therefore at least ten (10) days prior to any renewal date of such insurances;

(h) Damage or Partial Destruction

That in the event of damage to or partial destruction of the demised premises, to repair or replace such damage or destruction at least to the state of the demised premises immediately prior to such damage or partial destruction;

(i) Complete or Substantially Complete Destruction

Notwithstanding paragraph (h) of clause 1, in the event of complete or substantially complete destruction of the Buildings and the Lessor and the Lessee fail within twelve (12) months of such destruction to reach agreement on the replacement or reconstruction of the Buildings, then either the Lessor or the Lessee may elect to terminate this lease and in the event that either the Lessor or the Lessee decides to terminate this lease, the Lessee agrees with the Lessor to demolish and remove the remainder of the Buildings including the foundations thereof as soon as possible and any insurance money or other moneys available by reason of the fire or other casualty causing such destruction shall be distributed as follows:

- (i) firstly, to reimburse the Lessee for all costs and expenses necessarily incurred by the Lessee in the demolition and removal of the remainder of the Buildings from the demised premises including the foundations thereof;

(ii) secondly, to pay the balance of the insurance money and other moneys, if any, to the Lessor;

(j) Inspection

To permit a representative or representatives of the Lessor at all reasonable times during the Term to enter the demised premises and examine the condition thereof; and, further, that the Lessor may give to the Lessee by notice in writing the list of repairs which the Lessee is obligated to complete with the terms of this lease. The Lessee shall within ninety (90) days after every such notice or such longer period as provided in sub-paragraph (a) of clause 3 hereof, complete such repairs to the standards set out in this lease;

(k) Subletting

Save as hereinafter expressly provided, the Lessee shall not, sublease the demised premises or any part thereof to any person, firm, organization or corporation whatsoever, without the consent in writing of the Lessor, which consent may be arbitrarily withheld; provided however that the Lessee may without the consent of the Lessor sublease the demised premises or any part thereof to The Vancouver Art Gallery Society. Nothing in this clause will prevent the Lessee from subletting parts of the Buildings for concessions,

restaurant, gift boutique and similar subtenants related to the operation of the Buildings as an art gallery: provided that the consent of the Lessor is first had and obtained, such consent not to be unreasonably withheld where such subtenants do not, in the sole opinion of the Lessor, compete with the Lessor's tenants in the premises known as Robson Square. Notwithstanding anything to the contrary which may be implied or construed from this sub-paragraph (k), it is understood and agreed that any proposed allocation of space by the Lessee for the serving and sale of food and beverage to the public and/or the patrons of the Art Gallery must be settled with the Lessor prior to such allocation and construction. Any such proposed restaurant, eatery, cafe, snack bar, coffee shop or other dispensary of food and beverage must not conflict or compete with similar services provided by the Lessor in the premises known as Robson Square. The Lessor agrees to use its best efforts in co-operating with the Lessee, but the Lessor's decision shall be final;

(1) Assignment

Not to assign, transfer or set over, the demised premises or the Term hereby granted to any person, firm, organization or corporation, without the consent in writing of the Lessor first had and obtained, which consent may be arbitrarily withheld;

(m) Surrender of Lease

At the expiration or other sooner determination of the Term to peaceably surrender and yield up to the Lessor the demised premises with the appurtenances, together with all buildings, erections and fixtures now or hereafter to be built or erected thereon, in the condition in which they are required to be kept under the provisions of this lease;

(n) Indemnity by Lessee

To indemnify and save harmless the Lessor against and from all actions, causes of action, claims, demands, costs, losses, damages, and expenses whatsoever (including, without limiting the generality of the foregoing, any award, settlement or judgment made under any statute for the protection of workmen) which may arise or accrue to any person, firm or corporation against or upon the Lessor, or which the Lessor may incur, sustain or be put to by reason of any liability or loss of life or injury or damage to any person or property including the Lessor's other property, caused by or arising out of, the use of the demised premises by any person, firm or corporation or any failure of the Lessee to comply with the terms and conditions of this lease; Provided that nothing in this sub-paragraph (n) shall at any time be deemed an agreement or covenant to indemnify and save harmless the Lessor against any such actions, causes of action, claims, demands, costs, losses, damages or expenses insofar

as they are attributable to the negligence of the Lessor, its servants, agents, licensees, permittees or contractors;

(o) Nuisance

Not to carry on any business that shall be deemed a nuisance on the demised premises;

(p) Liens

That the Lessee shall, at its own expense, cause any and all builders' liens and other liens for labour, services or materials alleged to have been furnished with respect to the demised premises which may affect the demised premises, to be paid, satisfied, released, cancelled or vacated within twenty-one (21) days after written notice by the Lessor of any claim for any such lien; and

(q) Overholding

That if the Lessee shall hold over and the Lessor shall accept rent after the expiration of the Term the new tenancy shall be a tenancy from year to year at the present rent and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from year to year.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:-

(a) Quiet Enjoyment

That the Lessee, paying the rent hereby reserved, and performing the covenants herein contained, shall and may peaceably possess and enjoy the demised premises for the Term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by, from or under the Lessor;

(b) Removal of Tenants' Fixtures

That if the Lessee is not in default hereunder, the Lessee may at or immediately before the expiration of the Term remove the furniture, chattels and other usual tenants' fixtures of the Lessee not forming any part of the Buildings, and the Lessee covenants with the Lessor to make good or shall cause such tenants to make good any damage to the Buildings caused by the removal of tenants' fixtures;

(c) Utility Hookup

The Lessor agrees with the Lessee, that the Lessor will permit the Lessee to connect with the Lessor's plant for Robson Square for the purpose of obtaining utilities to the demised premises, it being understood and agreed that the costs of any and all such hookups shall be for the sole expense of the Lessee and shall be metered in such a fashion as is acceptable to the Lessor for the purpose of ascertaining the cost of such services to the Lessee on a monthly

basis, which services shall without limitation include water, electricity, heat, air conditioning and security systems. Nothing in this clause shall impose any liability of any kind whatsoever upon the Lessor for any disruption of service to the demised premises howsoever caused nor any liability on the Lessor for any consequential damage to the Lessee of whatever nature caused by such disruption. In the event that the Lessee wishes to utilize the Lessor's electronic security systems, the Lessor and the Lessee shall enter into a separate agreement, in writing, setting forth the responsibilities and obligations of each party in connection with the Lessee's use of the Lessor's electronic security system or systems. The method and construction of any and all connections made by the Lessee to the Lessor's plant shall be approved in writing by the Lessor and shall be supervised by the Lessor at the Lessee's cost.

3. THE LESSOR AND THE LESSEE COVENANT AND AGREE EACH WITH THE OTHER as follows:-

(a) Provision for Re-entry

If the Lessee shall default in performing or observing any of its covenants or obligations under this lease, or any contingency shall occur which by the terms hereof constitutes a breach hereof or confers upon the Lessor the right to re-enter or forfeit or terminate this

lease and the Lessor shall have given to the Lessee notice of such default or the happening of such contingency, and at the expiration of ninety (90) days after the giving of such notice the default or contingency shall continue to exist, or, in the case of a default or contingency which cannot with due diligence be cured within the period of ninety (90) days aforesaid and the Lessee fails to proceed promptly after the giving of such notice to cure such default or contingency, the Lessor may at any time thereafter re-enter the demised premises or any part thereof and may repossess and enjoy the demised premises and all fixtures and improvements in and upon the demised premises except fixtures and improvements which are of the nature of usual tenants' fixtures and normally removable by tenants and are not part of the demised premises;

(b) Heritage Building

The Lessee acknowledges that the Building is a historic building and has been designated as a Heritage Site under the Heritage Conservation Act, with respect to the exterior of the Building, and the Lessee covenants and agrees to maintain the exterior of the Building in accordance with its Heritage designation;

(c) Purpose

The demised premises may be used by the Lessee for an art gallery;

(d) Renovations and Alterations

The Lessee shall have the right at any time, subject to the written approval of the Lessor being first had and obtained on each such occasion, at its own expense, and subject to the restrictions of the Heritage designation of the Building to renovate, change, improve, repair or alter the Building to the extent to be determined by the Lessee and to a standard mutually agreeable to the Lessor and the Lessee: provided, however, that the Lessee, before making any changes or alterations required for properly carrying out the purposes for which this lease is granted shall obtain the approval of the Lessor of the plans and specifications of such intended changes or alterations and will make them in accordance with such approval. The Lessor acknowledges that it has approved the plans prepared by The Art Gallery Society's architects and submitted to the Lessor and initialled by the Lessor for identification and the terms of this sub-paragraph (d) shall not apply to such plans. The Lessor further acknowledges that during the construction further minor changes may be required from time to time and provided that such further changes are not substantive the Lessor waives its right of approval as set

out in this sub-paragraph (d). Nothing in this sub-paragraph (d) shall be construed as a waiver by the Lessor of its rights to approve other changes or modifications to the Building not contemplated by the plans already approved by the Lessor or other modifications and changes that may be contemplated from time to time during the Term;

(e) It is understood and agreed that the gardening, landscaping, snow removal and general maintenance of the Lands shall be conducted and carried out by the Lessor in order to maintain the continuity between the Lands and the maintenance of the premises known as Robson Square. The Lessor's costs of such maintenance as they relate to the Lands, excluding the "Fountain Area", as hereinafter defined in sub-paragraph (f), shall be for the account of the Lessee and shall be paid by the Lessee to the Lessor as additional rent upon receipt by the Lessee of the Lessor's invoice or statement;

(f) The Lands include the area shaded in red on the plan attached hereto as Schedule "A", herein referred to as the "Fountain Area". The costs related to the maintenance of the Fountain Area shall be borne solely by the Lessor. The Lessee hereby grants to the Lessor, its servants, agents, workmen and contractors, the free and uninterrupted right of access, by day and by night, over the Lands to the Fountain

Area, the right to pass and repass with and without vehicles, equipment and materials: provided that any damage done to the Lands by reason of the exercise by the Lessor of its rights hereunder shall be repaired forthwith by the Lessor at the Lessor's sole cost. The Lessor reserves the right to alter, modify or discontinue the structure in the Fountain Area and to substitute such other structure as may be in keeping with the development on the Lands. In the event of discontinuance and substitution the Lessor agrees to consult with the Lessee with respect to any proposed substitute structure for the Fountain Area, it being understood that the Lessor's decision shall be final;

(g) Additional Rent

Any moneys required to be paid by the Lessee in observing and performing the covenants and agreements set out in this lease and which are not so expended by the Lessee may be paid by the Lessor and shall immediately become due and payable by the Lessee to the Lessor as additional rent, and, if not paid by the Lessee within five (5) days of receipt of a notice from the Lessor shall be collectible by the Lessor as rent in arrears. Nothing in this clause shall in any way be deemed to impose upon the Lessor any obligation to make any such payments on behalf of the Lessee;

(h) Force Majeure

If, by reason of strike, lock-out or other labour dispute, material or labour shortage, fire, explosion, flood, wind, water, earthquake, act of God or other similar circumstances beyond the reasonable control of the Lessee and not avoidable by the exercise of reasonable effort or foresight by the Lessee, the Lessee is, in good faith and without default or neglect on its part, prevented or delayed in the repair of the demised premises or any part or parts thereof which under the terms of this lease the Lessee is required to do by a specified date or within a specified time, the date or the period of time within which the work was to have been completed shall be extended by the Lessor by a reasonable period of time at least equal to that of such delay or prevention and the Lessee shall not be deemed to be in default if it performs and completes the work in the manner required by the terms of this lease within such extended period of time, or within such further extended period of time as may be agreed upon from time to time between the Lessor and Lessee; and

(i) Notice

All notices, demands and requests which may or are required to be given pursuant to this lease shall be in writing and shall be sufficiently given if served personally upon the party for whom it is intended or mailed prepaid, in the case of the Lessor addressed to:

British Columbia Building Corporation,
400 - 910 Government Street,
Victoria, British Columbia
V8W 2T4

Attention: Corporate Counsel

and in the case of the Lessee addressed to:

City Clerk,
City Hall,
453 West 12th Avenue,
Vancouver, British Columbia V5Y 1V4

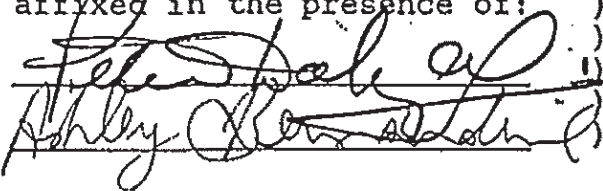
or such other address as the parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally or if mailed as aforesaid on the second business day next following the date of such mailing. In the event of any labour dispute at the Post Office, such notice will be delivered and not mailed.

5. It is further agreed and declared by the Lessor and the Lessee that all grants, covenants, provisos and agreements rights, powers, privileges and liabilities contained herein shall be read and construed as being made by or as being binding upon the respective parties hereto and their respective successors and permitted assigns, as the case may be, the same as if the words successors and permitted assigns had been inscribed in all proper and necessary places; and wherever the singular or the masculine

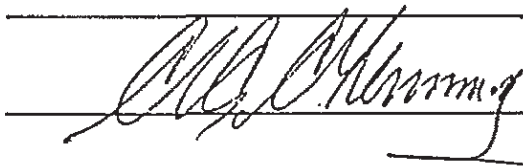
is used herein, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective corporate seals to be affixed in the presence of persons first duly authorized in that behalf all as of the day and year first above written.

The Corporate Seal of
BRITISH COLUMBIA BUILDINGS
CORPORATION was hereunto
affixed in the presence of:



The Common Seal of the CITY
OF VANCOUVER was hereunto
affixed in the presence of:



SCHEDULE A

Document Date: October 29, 1980.

Lessor: British Columbia Buildings Corporation.

Lessee: City of Vancouver.

Premises: Lands & Buildings referred to as the Vancouver Courthouse situated at 600 West Georgia Street and legally described as Block 51, District Lot 541, Plan 14423.

Purpose: To be used by the Lessee for an Art Gallery.

Term: 99 years commencing on March 1, 1980 and ending on February 28, 2079.

Rental: \$99 in advance for the entire term.

Other: The lease is intended to be a completely carefree net lease for the lessor except for the fountain area at the front of building. The costs related to the maintenance of the fountain area to be the responsibility of the lessor. BCBC reserves the right to alter, modify or discontinue the structure in the fountain area and to substitute such other structure as may be in keeping with the development on the lands. BCBC to maintain the lands to maintain continuity with Robson Square, any costs (except the fountain) to be paid by the lessee.

Without the consent of BCBC, the City of Vancouver can sublease the demised premises or any part to the Vancouver Art Gallery Society. Any other sublease arrangement must have the consent of BCBC.

At lease termination (or sooner determination), the City of Vancouver to yield the land and buildings to BCBC.

The City of Vancouver is permitted to connect with the Robson Square utility hookup (i.e. steam & chilled water), if so, any costs incurred are their responsibility.

In the event the lessee wishes to utilize the lessor's electronic security systems, both parties to enter into a separate agreement.

The building has been designated a heritage site under the Heritage Conservation Act with respect to the exterior of the building. The lessee agrees to maintain the exterior of the building in accordance with this designation.

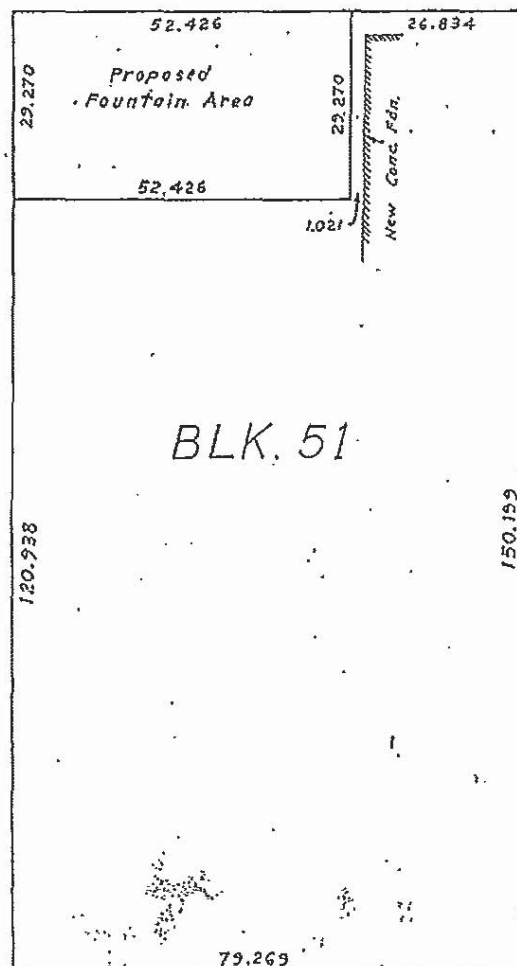
The lessee at any time has the right (at their expense) to renovate, change, improve, repair or alter the building, subject to the heritage restrictions.

The City of Vancouver may sublease parts of the building to concessions, restaurant, gift boutique, provided consent is granted by the Corporation. Such tenants not to compete with tenants in Robson Square.

PLAN OF
BLOCK 51, D.L. 541, Plan 14423,
GROUP 1, NEW WESTMINSTER DISTRICT

SCALE: 1:750 (Metric)

GEORGIA STREET



HORNBY STREET

HOWE STREET

ROBSON STREET

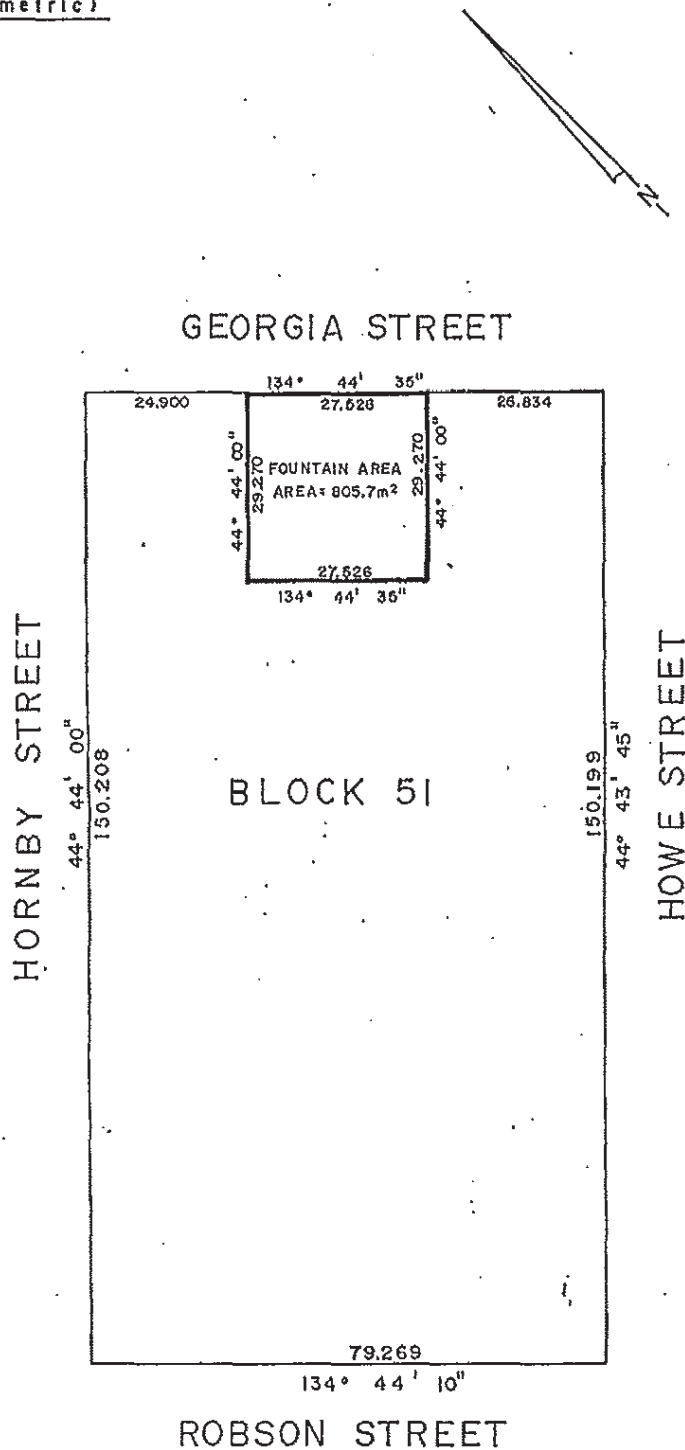
CERTIFIED CORRECT

Sept. 20th 19.81.3

HERMON, BUNBURY & OKE,
DOMINION & B.C. LAND SURVEYOR
VANCOUVER & SQUAMISH, B.C.
Page 30
AGT-2011-00286753.

PLAN OF A PORTION OF BLOCK 51,
D.L.541, PLAN 14423, GROUP 1, NW.D.

SCALE: 1 : 750 (metric)



HERMON, BUNBURY & OKE
DOM. & B.C. LAND SURVEYORS
VANCOUVER, B.C.

Page 31

LAND TITLE ACT

Form 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 30th day of October, 1980,
at the City of Victoria, in British Columbia,

(*whose identity has been proved by the evidence on oath of

PETER BOLCZAL
who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized

signatory of BRITISH COLUMBIA BUILDINGS CORPORATION
and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the
instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the
corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office,

at Victoria, British Columbia

this 31st day of October, 1980

[Signature]
A Commissioner for Taking
Affidavits for British Columbia

*Where the person making the acknowledgement is personally known to the officer taking it, strike out these words in brackets.

†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call
for further evidence of the existence of the corporation.

‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

BETWEEN:

BRITISH COLUMBIA BUILDINGS CORPORATION

OF THE FIRST PART

AND:

CITY OF VANCOUVER

OF THE SECOND PART

L E A S E

4

Clark, Wilson & Company

BARRISTERS AND SOLICITORS

1700-750 WEST PENDER STREET

VANCOUVER, B.C. V6C 2B8