

**RESIDENTIAL LEASE AGREEMENT
(PROJECT SITE BLOCK 8, LOT ●)**

AMONG

**WEST CAMPUS DEVELOPMENT TRUST,
by its trustee WEST CAMPUS DEVELOPMENT CORPORATION**

AND

**TRUMAN HOMES 1995 INC.
in its capacity as Lessee**

AND

**TRUMAN HOMES 1995 INC.
in its capacity as Condo Corp Lessee**

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS

1.01	Definitions.....	2
1.02	Control.....	10
1.03	Construction.....	11
1.04	Interpretation.....	11
1.05	Table of Contents.....	12
1.06	Headings.....	12
1.07	Schedules.....	12
1.08	Applicable Law.....	12
1.09	Invalidity of Provisions.....	12
1.10	Covenants Independent.....	12
1.11	Entire Agreement.....	13
1.12	Modifications and Waivers.....	13
1.13	Paramourncy.....	13
1.14	Enurement.....	13
1.15	Gender.....	13

ARTICLE 2 GRANT OF LEASE

2.01	Grant.....	13
2.02	Ownership of Improvements During the Term.....	14
2.03	Surrender upon Expiration of the Term.....	14
2.04	Assignment of Rights upon Termination.....	14

ARTICLE 3 PAYMENT OF RENT

3.01	Prepaid Rent Amount.....	14
3.02	Base Rent Amount.....	14
3.03	Payments Generally.....	15
3.04	Net Lease.....	15
3.05	Interest on Amounts in Arrears.....	15
3.06	Survival.....	16

ARTICLE 4 PAYMENT OF TAXES

4.01	Payment of Taxes.....	16
4.02	Appeal of Real Property Tax Assessment.....	16
4.03	Lessor to Provide Notices.....	17

4.04	Delinquent Taxes.....	17
4.05	Payment of Utility Services.....	17
4.06	Business Tax and License Fees.....	18

ARTICLE 5
DEVELOPMENT AND CONSTRUCTION

5.01	Compliance with Guidelines.....	18
5.02	Construction of Improvements.....	18

ARTICLE 6
USE OF LANDS

6.01	Use of Project Site.....	19
6.02	Prohibited Uses.....	19
6.03	Special Rights of the Lessor.....	19
6.04	Indemnity.....	20
6.05	Neighbourhood Association.....	20

ARTICLE 7
REPAIRS AND MAINTENANCE

7.01	Lessor Not Obligated to Repair.....	22
7.02	Repair by the Lessee.....	22
7.03	Repairs to Improvements by the Lessor.....	23
7.04	Removal of Ice and Snow from Sidewalks and Roads.....	23
7.05	Housekeeping Obligations.....	24

ARTICLE 8
INSURANCE

8.01	Insurance.....	24
8.02	Insurance Trustee.....	24

ARTICLE 9
DAMAGE OR DESTRUCTION

9.01	Rent Not to Abate.....	24
9.02	Lessee Obligations – Partial Damage.....	24
9.03	Lessee Obligations - Substantial Damage.....	24
9.04	Replacement, Repair, Reconstruction.....	25
9.05	Modifications.....	25

ARTICLE 10
UNAVOIDABLE DELAYS

10.01	Unavoidable Delays.....	25
-------	-------------------------	----

ARTICLE 11
BUILDERS' LIENS

11.01	Release of Liens	27
11.02	Lessor Not Liable for Builders' Liens.....	27

ARTICLE 12
INSPECTION BY THE LESSOR

12.01	Inspection by the Lessor.....	27
-------	-------------------------------	----

ARTICLE 13
OBSERVANCE OF APPLICABLE LAWS

13.01	Observance of Applicable Laws.....	28
-------	------------------------------------	----

ARTICLE 14
INDEMNITY

14.01	Breach, Violation or Non-Performance of Covenants by Lessee.....	28
14.02	Injury, Damage or Loss of Property	28
14.03	Environmental Covenants	29
14.04	Environmental Liability of Lessor	30
14.05	Environmental Liability of Condo Corp Lessee	31

ARTICLE 15
SUBLETTING AND ASSIGNING

15.01	Assigning Prior to Substantial Completion of the Project.....	32
15.02	Assigning Following Substantial Completion of the Project.....	33
15.03	Subletting by the Lessee - Other Than During the Condominium Period	34
15.04	Subletting by Lessee – During the Condominium Period.....	35
15.05	Head Lessor's Non-Disturbance Agreement	35
15.06	Mortgaging by Lessee.....	35
15.07	Assignment by Lessor	36

ARTICLE 16
LEASEHOLD MORTGAGES

16.01	Protection of Leasehold Mortgage.....	36
16.02	Protection of Leasehold Mortgages for Condominium Units	36

ARTICLE 17
EVENT OF INSOLVENCY OF LESSEE

17.01	Events of Insolvency	36
17.02	Certain Rights of the Parties	37
17.03	No Abatement of Rent.....	38

ARTICLE 18
DEFAULT BY JOINT LESSEES

18.01	Default and Re-entry	38
18.02	Procedure in Event of Default during Condominium Period	40
18.03	Remedies of Lessor are Cumulative.....	41
18.04	Waiver by Lessor.....	41

ARTICLE 19
COVENANTS OF LESSOR

19.01	Covenant Respecting Charges and Encumbrances.....	41
-------	---	----

ARTICLE 20
DISPUTE RESOLUTION

20.01	Settling Disputes	42
20.02	Arbitration.....	42
20.03	Construction of Development.....	43

ARTICLE 21
CERTAIN COVENANTS AND AGREEMENTS OF THE LESSEE AND THE CONDO CORP
LESSEE

21.01	Conduct on Project Site	43
21.02	Duties of the Condominium Corporation	44
21.03	Maintenance and Servicing.....	44

ARTICLE 22
QUIET ENJOYMENT AND OWNERSHIP OF LESSEE'S FIXTURES

22.01	Covenant for Quiet Enjoyment	44
22.02	Ownership of Fixtures.....	44

ARTICLE 23
NOTICE

23.01	Notice.....	45
-------	-------------	----

ARTICLE 24
MISCELLANEOUS

24.01	Obligations of the Lessee and the Condo Corp Lessee.....	46
24.02	Execution of the Condominium Corporation Agreement.....	46
24.03	Condominium Corporation Loss of Right, Power and Authority	47
24.04	Release from Liability.....	47
24.05	Statements by Lessor and Joint Lessees.....	47
24.06	Time of Essence	48

24.07	Registration.....	48
24.08	Enurement.....	48

ADDENDA

- SCHEDULE "A"- PART 1 - PLAN OF UNIVERSITY DISTRICT
- SCHEDULE "A"- PART 2 LEGAL DESCRIPTION OF UNIVERSITY DISTRICT LANDS
- SCHEDULE "B" CONDOMINIUM REGISTRATION, CONVERSION, RENEWAL AND PURCHASE OBLIGATIONS
- SCHEDULE "C" HEAD LESSOR'S NON-DISTURBANCE AGREEMENT
- SCHEDULE "D" INSURANCE
- SCHEDULE "E" APPROVED DEVELOPMENT PLAN
- SCHEDULE "F" FORM OF TRIPARTITE AGREEMENTS
- SCHEDULE "G" PERMITTED ENCUMBRANCES
- SCHEDULE "H" CONDOMINIUM UNIT ASSIGNMENT AGREEMENT
- SCHEDULE "I" UNIVERSITY DISTRICT GUIDELINES

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT is dated for reference the _____ day of ●, 20●.

AMONG:

WEST CAMPUS DEVELOPMENT TRUST
by its trustee **WEST CAMPUS DEVELOPMENT CORPORATION**
(the "Lessor")

AND:

TRUMAN HOMES 1995 INC.
(the "Lessee")

AND:

TRUMAN HOMES 1995 INC.
(the "Condo Corp Lessee")

WHEREAS The Governors of the University of Calgary (the "Head Lessor") is the registered owner of the Project Site (hereinafter defined) together with all improvements presently situated thereon;

AND WHEREAS the Head Lessor leased to the Lessor the Project Site pursuant to the Separate Head Lease (hereinafter defined);

AND WHEREAS the Lessor has agreed to sublease the Project Site to the Lessee pursuant to the provisions of the Acquisition Agreement (hereinafter defined) in order that the Original Lessee may plan, design, develop, erect and construct the Project (hereinafter defined) in accordance with the Acquisition Agreement;

AND WHEREAS the Lessor has agreed that the Lessee may use, occupy and enjoy the Project Site and the Project erected thereon for the Term (hereinafter defined), and grant interests in the Project Site to third parties, all upon the terms and conditions and subject to the provisos herein contained;

AND WHEREAS the Lessee shall register a Condominium Plan with respect to the Project Site and/or the Improvements, following which the Condominium Owners (hereinafter defined) will be responsible for the obligations of the Lessee hereunder to the extent only that such obligations relate to their Condominium Unit (hereinafter defined) and the Condominium Corporation (hereinafter defined) will be responsible for the obligations of the Condo Corp Lessee hereunder.

NOW THIS AGREEMENT WITNESSES that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties), the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.01 Definitions

The terms defined in this Section 1.01, for all purposes of this Lease unless otherwise specifically provided herein, have the meanings set out below:

“Acquisition Agreement” means the acquisition agreement dated ● between Truman Homes 1995 Inc. and West Campus Development Trust, by its trustee West Campus Development Corporation, as may be further amended from time to time.

“Additional Rent” means any amounts payable by the Lessee or the Condo Corp Lessee under or pursuant to this Lease, other than the Base Rent and Prepaid Rent Amount;

“Affiliate” means, with respect to a Person, any other Person which, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person;

“Applicable Laws” means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Government Authority and (iii) policies, guidelines, standards, notices and protocols of any Government Authority published by such Government Authority;

“Approved Development Plan” means the Approved Development Plan as defined in the Separate Head Lease, a copy of which as of the date hereof is attached as Schedule “E”, as amended and substituted from time to time pursuant to the provisions of the Separate Head Lease provided that notice thereof is given by the Lessor to the Lessee;

“Approved Project Plans” means the Approved Project Plans (as defined in the Acquisition Agreement), as amended from time to time pursuant to Section 9.05 of this Lease;

“Arbitration Notice” has the meaning ascribed thereto in Section 20.01;

“Architect” means an architect in good standing with The Alberta Association of Architects;

“Authorization” means, with respect to any Person or with respect to any lands, any authorization, order, permit, approval, grant, consent, waiver, license, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, bylaw, rule or regulation of any Government Authority having jurisdiction over such Person or such lands, whether or not having the force of law, including, without limitation, land use redesignations, subdivision approvals, development permits, development completion permits, building permits and occupancy permits;

"Base Rent" means the amount of ten (\$10.00) dollars to be prepaid by the Lessee to the Lessor for the initial ninety-nine year Term or, during any Renewal Term, the Base Rent determined pursuant to Schedule "B";

"Business Day" means a day other than a Saturday or Sunday or a statutory holiday in the Province of Alberta and **"Business Days"** shall have a corresponding meaning;

"Campus" means the University of Calgary campus situate in the City of Calgary, Alberta;

"Change in Control" with respect to any Person means (i) any transfer, issue, sale, assignment, subscription for, transmission on death, security interest in, mortgage (including by way of sublease), charge, assignment by way of security or other lien, or other transfer by operation of law or otherwise (including any change in the constitution of a partnership or the conversion of a partnership to a limited partnership, limited liability partnership or any other Person that possesses limited liability characteristics), of any shares, voting rights, securities, units or other interests in such Person, or any other event or circumstance, which in each case results in a change of the Control of such Person; or (ii) any sale, lease, exchange or other transfer (in one transaction or in a series of related transactions) of all or substantially all of the Person's property and assets;

"City" means the municipal corporation of The City of Calgary;

"Commencement Date" means ●;

"Common Property" has the meaning ascribed thereto in the *Condominium Property Act* (Alberta);

"Condominium Corporation Agreement" means the form of condominium corporation agreement which is attached as Appendix "I" to Schedule "B" hereto;

"Condominium Corporation" means the corporation created by the provisions of the Condominium Property Act upon the registration of a Condominium Plan in the LTO;

"Condominium Owner" means the registered owner of a Condominium Unit;

"Condominium Period" means that period commencing on a Condominium Registration Date and ending on the earlier of the expiry of the Term and the Condominium Termination Date;

"Condominium Plan" means a subleasehold condominium plan deposited in the LTO pursuant to the Condominium Property Act in which the lands and Improvements included in the condominium plan are subject to this Lease;

"Condominium Property Act" means the *Condominium Property Act* (Alberta), or any successor legislation;

“Condominium Registration Date” means the date of registration of a Condominium Plan in the LTO;

“Condominium Termination Date” means the date upon which the condominium status of the subleasehold interest in the Project Site or the Improvements granted by this Lease is terminated pursuant to the provisions of the Condominium Property Act;

“Condominium Unit” means a subleasehold condominium unit shown as such on a Condominium Plan;

“Condominium Unit Assignment Agreement” has the meaning ascribed thereto in Section 15.02(b)(i);

“Contamination” and **“Contaminated”** means the presence of Hazardous Substances in soil, sediment, groundwater or surface water in amounts or concentrations which exceed that allowable under Environmental Laws, after taking into account any risk assessment or risk management methods in place and allowable under Environmental Laws;

“Control” has the meaning set forth in Section 1.02;

“Dispute” has the meaning ascribed thereto in Section 20.01;

“Environmental Laws” means: (i) all Applicable Laws and agreements with Government Authorities relating to public health, occupational health and safety, Contaminated sites, the regulation of Hazardous Substances (including the imposition of liability or standards of conduct) and all matters related thereto, or to the protection of the environment, and (ii) all Authorizations issued pursuant to such Applicable Laws and agreements which may be relevant to the use or occupancy of the Project Site or the Improvements or any part thereof or the conduct of any business or activity therein, thereon, thereunder or thereabout or any part thereof and having the force of law;

“Environmental Site Assessment” means either a Phase I environmental site assessment conducted to identify potential liabilities associated with Contamination of soil, sediment, groundwater or surface water or a Phase II environmental site assessment using intrusive testing and sampling to confirm such potential liabilities, in each case using protocols generally accepted in the environmental consulting industry including Z768-01 (R2012) – *Phase I Environmental Site Assessment (Canadian Standards Association)* and Z769-00 (R2008) – *Phase II Environmental Site Assessment (Canadian Standards Association)*, as amended or substituted from time to time;

“Event of Default” has the meaning ascribed thereto in Section 18.01(a);

“Event of Insolvency” means that a Person has: (i) become insolvent; (ii) made an assignment in bankruptcy or any other general assignment for the benefit of its creditors; (iii) had a petition of bankruptcy filed with respect to it or has filed a petition or otherwise sought to take advantage of any other law of Canada or any Province thereof for the relief of bankrupt or insolvent Persons (including, without limitation, the *Companies’ Creditors Arrangement Act* (Canada) and the *Winding Up and Restructuring Act*

(Canada)) or has filed any proposal under the *Bankruptcy and Insolvency Act* (Canada), or any similar insolvency law, or has made any assignment for the benefit of creditors or any arrangement or compromise; (iv) a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestator or liquidator or other Persons with similar powers appointed with respect to it or with respect to all or any substantial part of its assets; (v) been adjudicated a bankrupt upon a petition in bankruptcy being filed; or (vi) taken (or any other Person has taken) any step or any action or has instituted any proceeding for the reorganization, arrangement, composition, readjustment, dissolution, winding up or liquidation of the Lessee or its assets under any applicable bankruptcy, insolvency, arrangement, moratorium or other similar law affecting creditors' rights or consents to, or acquiesces in the filing of any such petition;

"Exclusive Use Area" has the meaning ascribed thereto in Section 24.01(b)(i);

"Government Authority" means (i) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (ii) any subdivision or authority of any of the above; and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

"GST" means the tax levied by the Government of Canada on goods and services pursuant to the *Excise Tax Act* (Canada) and commonly known as the goods and services tax, and any value taxes, multi-stage sales, sales, use, consumption, value-added or other similar taxes imposed by any applicable taxing authorities;

"Hazardous Discharge" means any and all leaks, spills, releases, discharges, emissions or disposal of Hazardous Substances or any migration of Hazardous Substances;

"Hazardous Substance" means any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste or material, flammable or explosive substance, radioactive material, or any other waste, substance or material whatsoever, which is or is deemed to be, alone or in any combination, hazardous, hazardous waste, special waste, toxic, radioactive, a pollutant, a deleterious substance, a substance capable of causing a significant adverse effect or a contaminant or a source of pollution or contamination under any Environmental Law, whether or not such substance is defined as hazardous under any Environmental Law;

"Head Lease (North Lands)" means the amended and restated lease agreement dated for reference March 23, 2016 between the Head Lessor, as lessor, and the Lessor, as lessee, in respect of the University District North Lands, as amended from time to time;

"Head Lease (South Lands)" means the amended and restated lease agreement dated for reference March 23, 2016 between the Head Lessor, as lessor, and the Lessor, as lessee, in respect of the University District South Lands, as amended from time to time;

“Head Lessor’s Non-Disturbance Agreement” means the form of non-disturbance agreement which the Lessor is entitled to obtain from the Head Lessor under the Separate Head Lease with respect to this Lease, the form of which is attached as Schedule “C”;

“Improvements” means the buildings, improvements, structures, fixtures, appurtenances and attachments to the Project Site presently existing or hereafter constructed, whether or not attached thereto and forming part thereof, including all systems on the Project Site of a mechanical nature and without limiting the generality of the foregoing, all heating, lighting, air conditioning, plumbing, electrical, ventilation, water, and drainage systems (sewer and storm systems) and all signage, window coverings, awnings, fixed carpeting, boilers and fittings on the Project Site, as such Improvements may be expanded, added to, replaced or modified from time to time;

“Initial Lessor Contamination” means any Contamination of the Project Site existing as of the Commencement Date, to the extent only that such Contamination is set forth in a Contamination Notice (as defined in the Acquisition Agreement) issued by the Original Lessee and approved by the Lessor pursuant to the provisions of the Acquisition Agreement;

“Joint Lessees” means, collectively, the Lessee and the Condo Corp Lessee;

“Land Titles Act” means the *Land Titles Act* (Alberta);

“Lease” means this lease agreement, together with the schedules attached hereto;

“Lease Year” means each of the calendar years, or portion thereof, comprising the Term, the first Lease Year commencing on the Commencement Date and ending on December 31st of the same year; each Lease Year thereafter (except the last Lease Year) consisting of consecutive periods of twelve (12) months commencing on January 1st and ending December 31st of the same year; and the last Lease Year commencing on January 1st of the last calendar year of the Term and ending on the last day of the Term of this Lease;

“Leasehold Mortgage” means a mortgage or mortgages upon or in respect of and specifically charging the subleasehold interest of the Lessee in the Project Site and the Improvements or any part thereof (including any Condominium Unit) and includes any mortgage by way of a sublease, debenture or deed of trust and mortgage to secure any bonds or debentures issued thereunder, and any assignment of rents made to the Leasehold Mortgagee as security;

“Leasehold Mortgagee” means a mortgagee or mortgagees (including a trustee for bondholders or debentureholders or an agent for a group of lenders) under a Leasehold Mortgage;

“Lessee Contamination” has the meaning ascribed thereto in Section 14.05(a);

“Lessee Indemnified Parties” means the Lessee, the Condo Corp Lessee, the members of their boards of directors and their officers, servants, agents, employees, contractors, licensees, successors and assigns, subsidiaries, Affiliates and associated corporations and all others for whose conduct they are responsible in law;

“Lessee Remediation Plan” has the meaning ascribed thereto in Section 14.05(e);

“Lessee’s Environmental Liabilities” has the meaning ascribed thereto in Section 14.05(a);

“Lessor Contamination” has the meaning ascribed thereto in Section 14.04(a);

“Lessor Indemnified Parties” means the Lessor, the Lessor Trustee, the members of the Lessor Trustee’s board of directors, the Head Lessor’s board of governors and the Lessor Trustee’s and the Head Lessor’s officers, servants, agents, employees, contractors, licensees, successors and assigns, subsidiaries, Affiliates and associated corporations and all others for whose conduct the Lessor Trustee or Head Lessor is responsible in law;

“Lessor Trustee” means West Campus Development Corporation;

“Lessor’s Environmental Liabilities” has the meaning ascribed thereto in Section 14.04(a);

“LTO” means the Alberta Land Titles Office;

“Neighbourhood Association” has the meaning ascribed thereto in Section 6.05(a);

“North Lands” means the Original North Lands, but excluding: (i) the Project Site; (ii) any other portion of the Original North Lands with respect to which the Original North Lands Lease has been surrendered in conjunction with the creation of a Project Site Separate Lease (as defined in the Original North Lands Lease); and (iii) any other portion of the Original North Lands which is surrendered to the Lessor and transferred to the City pursuant to the Original North Lands Lease or the North Lands Lease;

“Notice” has the meaning ascribed thereto in Section 23.01;

“Occupant” means the Lessee and anyone else that at any time during the Term of this Lease has the right, derived directly or indirectly from the Lessee, to occupy any part of the Project Site or the Improvements including, without limitation, a Condominium Owner, a Leasehold Mortgagee that exercises a right of occupation, a licensee of the Lessee, a subtenant or licensee of a Condominium Owner and anyone that acquires a right to occupy any part of the Project Site or the Improvements in the course of or as a result of a Leasehold Mortgagee realizing upon its security or a creditor of the Lessee, a Condominium Owner or any other such subtenant or licensee pursuing its rights against its debtor, but shall not include the Lessor;

“Original Lessee” means the original developer named as Lessee herein;

“Original North Lands” means an area of approximately 105.55 acres, as outlined in bold and cross-hatched and indicated as the North Lands on Schedule “A” hereto comprising the lands as originally identified in the Original North Lands Lease as Lot 1 (as defined in Schedule “A – Part 2) and a portion of Lot 2 (as defined in Schedule “A – Part 2), the Housing Site (as defined in Schedule “A – Part 2) and Block U (as defined in Schedule “A – Part 2), as such lands have been subdivided as of the date hereof;

“Original North Lands Lease” Amended and Restated Lease Agreement (North Lands) dated for reference March 23, 2016 between The Governors of The University Of Calgary, and West Campus Development Trust by its trustee West Campus Development Corporation pursuant to which The Governors of The University Of Calgary leased to West Campus Development Trust by its trustee West Campus Development Corporation the Original North Lands;

“Parties” means the Lessor, the Lessee and the Condo Corp Lessee and **“Party”** means any of the Lessor, the Lessee or the Condo Corp Lessee, as the context shall require;

“Permitted Encumbrances” means those liens, charges and encumbrances set forth in Schedule “G”;

“Person” means an individual, partnership, corporation, trust, unincorporated organization, Government Authority, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual;

“Prepaid Rent Amount” means the Prepaid Rent Amount (as defined in the Acquisition Agreement) paid by the Lessee to the Lessor on the Closing Date under the Acquisition Agreement;

“Prime Rate” means the annual percentage rate of interest established from time to time by Royal Bank of Canada, Main Branch, Calgary, Alberta, as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by Royal Bank of Canada as its prime rate;

“Project” means the development of the Project Site pursuant to the Approved Project Plans;

“Project Site” means:

- (i) during any portion of the Term other than during the Condominium Period, those lands legally described as:

PLAN ●
BLOCK ●
LOT ●

EXCEPTING THEREOUT ALL MINES AND MINERALS;

- (ii) during the Condominium Period those lands included in the Condominium Plan, to be comprised of the Common Property and the Condominium Units created upon registration of the Condominium Plan;

“Purchase Agreement” means an agreement of purchase and sale between the Lessee and a Third Party Purchaser in respect of the Lessee’s leasehold interest in a Condominium Unit under this Lease and **“Purchase Agreements”** means any one or more of them;

“Real Property Taxes” means, with respect to the Project Site and any Improvements, all real property taxes, and all local improvement rates and assessments, now or at any time charged, levied or assessed against, or required to be paid to any Government Authority with respect to the Project Site or the Improvements;

“Remedial Action” means any act, measure, work or thing done, taken, carried out, acquired or constructed (including, without limitation, risk assessment or risk management methods) that is or may be reasonably necessary to investigate, assess, control, abate, dissipate, render harmless, mitigate or remove Contamination in accordance with the requirements of Environmental Laws and to achieve compliance with the applicable standards set forth in Environmental Laws for residential use or by a Government Authority having jurisdiction over the Contamination;

“Renewal Term” means any renewal of the Term pursuant to Section 3 of Schedule “B”;

“Rent” means, collectively, the Base Rent, the Prepaid Rent Amount and the Additional Rent;

“Separate Head Lease” means the amended and restated lease agreement dated ● between the Head Lessor, as lessor, and the Lessor, as lessee, in respect of the Project Site;

“South Lands” means Lot 5 (as defined in Schedule “A – Part 2 hereto) having an area of approximately 85.15 acres, as outlined in bold and hatched as indicated on the plan attached as Schedule “A” – Part 1 hereto, but excluding any of the South Lands which are surrendered to the Lessor and transferred to the City pursuant to Section 5.05 of the Head Lease (South Lands);

“Substantial Completion” means the achievement of substantial performance as determined pursuant to the *Builders Lien Act* (Alberta) as the same may be amended from time to time or any successor legislation;

“Substantial Damage” means damage to any of the Improvements if the costs of repairing, replacing or reinstating such Improvements with material of like kind and quality without deduction for physical, accounting or any other depreciation is more than 50% of the fair market value of the Improvements;

“Term” means the period of time this Lease is in effect, which shall be ninety nine (99) years, commencing on the Commencement Date unless this Lease is terminated earlier

pursuant to its terms, subject to any Renewal Term pursuant to Schedule "B" of this Lease;

"Third Party Purchaser" means a Person at arm's length to the Lessee who purchases or agrees to purchase a Condominium Unit from the Lessee;

"Trade Fixtures" means all trade fixtures as determined at common law (including any chattels installed within the Project during the Term) which are installed by or on behalf of the Lessee or the Condo Corp Lessee within or attached to the Project Site or the Project, which are of the nature of tenant's usual or typical trade fixtures and which are normally and customarily removable by tenants and which are not part of the Improvements;

"Tripartite Agreement" means a tripartite agreement entered into pursuant to either Section 16.01 or 16.02;

"Trustee" has the meaning ascribed thereto in Section 16 of Schedule "D";

"Unavoidable Delay" has the meaning ascribed thereto in Section 10.01(a);

"Unit" means a unit within the Improvements designated for residential purposes that is either subleased, licensed or intended to be subleased or licensed to a Unit Sublessee;

"Unit Sublease" means a sublease or license between the Lessee, as sublandlord or licensor, and a Unit Sublessee, as sublessee or licensee, in respect of the Lessee's leasehold interest in a Unit under this Lease;

"Unit Sublessee" means a Person having a right to possess or occupy a Unit pursuant to a Unit Sublease with respect to the Project Site or a portion thereof;

"University District Design Guidelines" mean the design guidelines issued by the Lessor, a copy of which is attached as Part 1 to Schedule "I", as amended and supplemented by the Lessor from time to time in accordance with this Lease;

"University District Lands" means, collectively, the Original North Lands (but excluding any of the Original North Lands which are surrendered to the Lessor and transferred to the City pursuant to Section 5.05 of the North Lands Lease) and the South Lands; and

"University District Community Marketing Guidelines" means those guidelines attached as Part 2 to Schedule "I".

1.02 Control

For purposes of this Lease, a Person will be considered to be "Controlled" by another Person if:

- (a) in the case where such first-mentioned Person is a corporation, incorporated or unincorporated association, incorporated or unincorporated syndicate, incorporated or other unincorporated organization, trust or other legal entity which has issued voting securities, voting securities of such first-mentioned Person carrying more than 50% of the votes for the election of directors (or individuals performing a similar function or occupying a similar position, including the trustees of a trust) are held (other than by way of security only) by or for the benefit of the second-mentioned Person, a Person directly or indirectly Controlled by such second-mentioned Person or the voting of such voting securities is controlled contractually by such second-mentioned Person;
- (b) in the case where such first-mentioned Person is a trust which has not issued voting securities, such second-mentioned Person is the trustee of such trust or Controls each trustee of such trust and directly or indirectly owns more than 50% of the beneficial interests in such trust;
- (c) in the case where such first-mentioned Person is a partnership (other than a limited partnership) that does not have directors (or Persons performing a similar function or occupying a similar position), such second-mentioned Person directly or indirectly holds more than 50% of the interests in such partnership;
- (d) in the case where such first-mentioned Person is a limited partnership, the second-mentioned Person is the general partner or Controls each general partner of such limited partnership; or
- (e) such first-mentioned Person is Controlled (within the meaning of paragraph (a) to (d) of this definition) by one or more Persons each of which is, directly or indirectly, Controlled (within the meaning of paragraph (a) to (d) of this definition) by such second-mentioned Person,

and the terms "under common Control with" will have corresponding meanings, and "indirectly" will include the indirect ownership through another Person.

1.03 Construction

All the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate provision hereof.

1.04 Interpretation

The words "herein", "hereby", "hereunder" and words of similar import refer to this Lease as a whole and not to any particular article, section or subsection hereof. The words "include", "includes" and "including" means "includes without limitation" or "including without limitation", as the case may be, or as the context may require.

1.05 Table of Contents

The table of contents preceding this Lease but under the same cover is for the purposes of convenience and reference only and is not to be deemed or construed in any way as part of this Lease nor supplemental thereto or amendatory thereof.

1.06 Headings

The captions and headings throughout this Lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

1.07 Schedules

All schedules attached to this Lease are incorporated into this Lease by this reference and made a part of this Lease as if fully set forth herein. The following constitute the schedules to this Lease:

Schedule "A"	Legal Description of University District Lands
Schedule "B"	Condominium Conversion, Renewal and Purchase Obligations
Schedule "C"	Head Lessor's Non-Disturbance Agreement
Schedule "D"	Insurance
Schedule "E"	Approved Development Plan
Schedule "F"	Tripartite Agreements
Schedule "G"	Permitted Encumbrances
Schedule "H"	Condominium Unit Assignment Agreement
Schedule "I"	University District Guidelines
Part 1	University District Design Guidelines
Part 2	University District Community Marketing Guidelines

1.08 Applicable Law

This Lease shall be construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

1.09 Invalidity of Provisions

The invalidity or unenforceability of any provision of this Lease or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed to be severable.

1.10 Covenants Independent

Each covenant contained in this Lease is considered for all purposes to be a separate and independent covenant, and a breach of a covenant any Party will not discharge or relieve any other Party from its obligation to perform each of its covenants.

1.11 Entire Agreement

This Lease and any agreements herein contemplated to be entered into among, by or with the Parties relating to the Project Site constitute the entire agreement among the Parties pertaining to the lease of the Project Site and the Improvements and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect thereto and there are no warranties, representations or other agreements between the Parties in connection with this Lease except as specifically set forth herein.

1.12 Modifications and Waivers

No supplement, modification or waiver of this Lease shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

1.13 Paramountcy

In the event of a conflict or any inconsistency between the provisions of this Lease and the provisions of any agreements relating to the Project Site and the Improvements (including without limitation, any Tripartite Agreement) entered into (or to be entered into) among, by or with the Parties (in their respective capacities as Lessor, Lessee and Condo Corp Lessee, respectively), unless otherwise stated, the provisions of this Lease shall govern and the provisions of such other agreement shall be deemed to be amended hereby, to the extent necessary to eliminate the conflict or inconsistency.

1.14 Enurement

All of the terms and provisions of this Lease shall extend to, be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

1.15 Gender

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa and words importing firms and corporations shall include all Persons.

ARTICLE 2 GRANT OF LEASE

2.01 Grant

In consideration of the Rent reserved and the covenants and conditions herein contained on the part of the Lessee to be paid, performed, observed and complied with, the Lessor demises and leases to the Lessee and the Lessee leases from the Lessor the Project Site and the Improvements for the Term, subject to the reservation of Rent and to the covenants and conditions herein contained, to have and to hold the Project Site and the Improvements during the Term.

2.02 Ownership of Improvements During the Term

Title to and ownership of all the Improvements shall, at all times prior to the termination of this Lease, be vested in the Lessee, notwithstanding any rule or law which vests title to, and ownership of, the Improvements in the Head Lessor as owner of the fee simple estate in the Project Site.

2.03 Surrender upon Expiration of the Term

At the end of the Term the Lessee shall peaceably surrender and yield up to the Lessor the Project Site and the Improvements (and ownership and title to the Improvements shall thereupon pass to and be vested in the Lessor) together with the Lessee's possession thereof (subject only to the right of the Lessee to remove any Trade Fixtures of the Lessee) in the condition that the Lessee or the Condo Corp Lessee is obligated to repair and maintain the Project Site and the Improvements pursuant to this Lease. The Parties will execute such further assurances as may reasonably be required to give effect to the foregoing. Concurrently with such surrender, the Lessee and the Condo Corp Lessee shall provide copies of and shall transfer all of its right, title and interest in all plans and specifications (including "as built" plans and specifications), studies, reports, tests and other documents relating to the Project Site or the Improvements (including, without limitation, any environmental, geotechnical and building condition reports) held by the Lessee or the Condo Corp Lessee in a manner which allows the Lessor the free and unimpeded use thereof, but only to the extent that the Lessee or the Condo Corp Lessee are themselves entitled to such use. The Lessee and the Condo Corp Lessee shall provide reasonable written assurances and other documentation evidencing such transfer, including any necessary consents and acknowledgements of reliance from appropriate counterparties and consultants in favour of the Lessor. The Lessee shall not be entitled to any compensation from the Lessor for surrendering and yielding up the Project Site and Improvements as aforesaid, except as specifically provided in Section 4 to Schedule "B".

2.04 Assignment of Rights upon Termination

Upon surrender of the Project Site and the Improvements pursuant to the provisions of Section 2.03 and at the election of the Lessor, the Lessee and the Condo Corp Lessee shall each assign to the Lessor the benefit of all agreements and rights benefiting the Project Site and the Improvements or the interest of the Lessee or the Condo Corp Lessee therein.

ARTICLE 3 PAYMENT OF RENT

3.01 Prepaid Rent Amount

The Lessor acknowledges the payment by the Lessee of the Prepaid Rent Amount on the Commencement Date.

3.02 Base Rent Amount

The Lessor acknowledges the payment by the Lessee of the Base Rent on the Commencement Date.

3.03 Payments Generally

All payments by the Lessee to the Lessor of whatsoever nature required or contemplated by this Lease shall be:

- (a) paid to the Lessor by the Lessee in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any set-off, abatement or deduction whatsoever, at the office of the Lessor or such other place in the City of Calgary as the Lessor may designate from time to time to the Lessee;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Lessor may see fit; and
- (d) deemed to be Rent for the purposes of enforcing the obligations of the Joint Lessees under this Lease, in partial consideration for which this Lease has been entered into, and shall be payable and recoverable as Rent, such that the Lessor shall have all rights and remedies against the Joint Lessees for default in making any such payment which may not be expressly designated as Rent as the Lessor has for default in payment of Rent.

3.04 Net Lease

Unless otherwise expressly stipulated herein to the contrary, all Rent required to be paid by the Joint Lessees hereunder shall be paid without any deduction, abatement or set-off whatsoever, it being the intention of the Lessor and the Joint Lessees that all expenses, costs, payments and out goings incurred in respect of the Project Site or the Improvements or for any other matter or thing affecting the Project Site or the Improvements, shall be borne by the Joint Lessees, that the Rent herein provided shall be absolutely net to the Lessor and free of all abatement, set-off or deduction of Real Property Taxes, charges, rates, assessments, expenses, costs, payments or out goings of every nature arising from or related to the Project Site or the Improvements and that the Joint Lessees shall pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments and out goings.

3.05 Interest on Amounts in Arrears

When any Rent shall be in arrears, such amounts shall bear interest, including interest on overdue interest, at the Prime Rate plus 3% per annum calculated monthly not in advance from the date due until paid, irrespective of whether or not the Lessor demanded payment. The Lessor shall have all of the remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest shall not prejudice or affect any other remedy of the Lessor under this Lease.

3.06 Survival

The obligations set forth in Sections 3.01 to and including 3.05 shall survive the expiration of the Term or earlier termination of this Lease to the extent such obligations have accrued prior to such expiration or termination.

ARTICLE 4 PAYMENT OF TAXES

4.01 Payment of Taxes

- (a) The Lessee will pay all Real Property Taxes in respect of the Project Site and the Improvements, in each and every Lease Year during the Term of this Lease, not later than the day immediately preceding the date or dates on which Real Property Taxes levied, rated, charged or assessed against the Project Site or the Improvements during the Term are due, and if applicable, all interest and penalties with respect thereto. The Lessee will indemnify and keep indemnified the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from the obligation to pay any and all such Real Property Taxes; and any such damages, losses, costs, charges and expenses suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Rent in arrears.
- (b) The Lessee covenants and agrees that during the Term, if requested in writing by the Lessor, it will deliver to the Lessor for inspection receipts for payments of all Real Property Taxes in respect of the Project Site or the Improvements which were due and payable during the Term, within fourteen (14) days of receiving such written request from the Lessor.

The obligations set forth in this Section 4.01 shall survive any termination or expiration of this Lease.

4.02 Appeal of Real Property Tax Assessment

- (a) The Lessee shall have the right from time to time to appeal any assessment of the Project Site or the Improvements with respect to any Real Property Tax, provided that (acting reasonably): (i) the Lessee shall have obtained the prior written consent of the Lessor to commence the appeal (such consent not to be unreasonably withheld or delayed); (ii) such appeal shall be at the sole cost and expense of the Lessee; and (iii) the Lessee shall not initiate or pursue any such appeal in the event that such an appeal might reasonably be anticipated (as determined by the Lessor, acting reasonably) to prejudice the ability of the Lessor to maintain the exemption of any other portion of University District Lands from

the payment of Real Property Taxes pursuant to the provisions of Division 2 of Part 10 of the *Municipal Government Act* (Alberta), or any successor legislation.

- (b) The Lessee will indemnify and keep indemnified the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from the initiation or pursuit of any appeal of an assessment of the Project Site or the Improvements and any such damages, losses, costs, charges and expenses suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Rent in arrears. The indemnity in this Section 4.02(b) shall survive any termination or expiration of this Lease.

4.03 Lessor to Provide Notices

The Lessor shall make reasonable commercial efforts to forward or cause to be forwarded to the Lessee forthwith upon receipt by the Lessor all communications which affect the Lessee's interest in the Project Site and the Improvements including any bills, assessments and notices with respect to Real Property Taxes, utility charges and rates, business taxes, license fees and similar taxes and charges which may be charged, levied or assessed or required to be made by any Government Authority on or against the Lessee, the Project Site or the Improvements.

4.04 Delinquent Taxes

If the Lessee shall in any Lease Year during the Term fail to pay when due Real Property Taxes under Section 4.01, the Lessee shall thereupon pay if applicable, all interest and penalties with respect thereto at the percentage rate or rates established by the Province of Alberta or any other taxing authority, for unpaid real property taxes in the Province of Alberta, on amounts owing under Section 4.01.

4.05 Payment of Utility Services

The Joint Lessees covenant with the Lessor to pay for or cause to be paid when due to the providers thereof, including the University of Calgary if applicable, all charges for gas, electricity, light, heat, power, telephone, water and other utilities and services used in or supplied to the Project Site or the Improvements throughout the Term and will indemnify and keep indemnified the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from any and all such charges, and any such damages, losses, costs, charges and expenses which relate to such charges suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Rent in arrears. The indemnity in this Section 4.05 shall survive any termination or expiration of this Lease.

4.06 Business Tax and License Fees

The Joint Lessees covenant with the Lessor to pay for or cause to be paid, to the extent payable, when due every tax and permit and license fee in respect of the use or occupancy of the Project Site and the Improvements by the Joint Lessees (and by any and every assignee, permittee and licensee) other than such taxes as corporate income, profits or excess profit taxes assessed upon the income of the Joint Lessees (or any such assignee, permittee and licensee) whether such taxes or permit and license fees are charged by any Government Authority during the Term, and will indemnify and keep indemnified the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from any and all such taxes and permit and license fees, and any such damages, losses, costs, charges and expenses which relate to such taxes or permit or license fees suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Rent in arrears. The indemnity in this Section 4.06 shall survive any termination or expiration of this Lease.

ARTICLE 5 DEVELOPMENT AND CONSTRUCTION

5.01 Compliance with Guidelines

- (a) The Joint Lessees shall at all times comply with the Approved Project Plans, the Approved Development Plan, Applicable Laws, any Authorizations, this Lease, the University District Design Guidelines and University District Community Marketing Guidelines with respect to any demolition, construction, alteration or remodeling of the Improvements.
- (b) The Lessor shall make all determinations, acting reasonably, as to whether the Project is in compliance with the University District Design Guidelines and University District Community Marketing Guidelines. Such determination of the Lessor shall be final and binding for all purposes hereunder.

5.02 Construction of Improvements

Prior to the commencement of any demolition, construction, alteration or remodeling of any Improvements which are situated on the exterior of the Project, the Joint Lessees shall apply to the City for all Authorizations required for such demolition, construction, alteration or remodeling which applications shall comply with the University District Design Guidelines, the Approved Project Plans, the Approved Development Plan, Applicable Laws and this Lease. The Joint Lessees shall provide to the Lessor a copy of all of the drawings and specifications provided to the City in support of its applications for any such Authorizations at the same time as the applications are made to the City. The Joint Lessees shall construct or cause to be constructed any such Improvements, in a good and workmanlike manner and in accordance with the University District Design Guidelines, the Approved Project Plans, the Approved Development Plan, Applicable Laws and any Authorizations related thereto.

ARTICLE 6 USE OF LANDS

6.01 Use of Project Site

The Joint Lessees covenant and agree with the Lessor that neither the Project Site nor the Improvements nor any part of the Project Site or the Improvements shall be used for any purposes except: (i) as permitted by this Lease; and (ii) as are permitted by the Approved Project Plans, the Approved Development Plan, the University District Design Guidelines, any Applicable Laws and any Authorizations related thereto.

6.02 Prohibited Uses

The Joint Lessees shall not, without the prior written approval of the Lessor, use or permit any Person to use any portion of the Project Site or the Improvements for any purpose which contravenes the Approved Project Plans, the Approved Development Plans, the University District Design Guidelines, Applicable Laws, this Lease or any Authorizations related thereto or which endangers or interferes materially with the operations and activities of the Lessor on the Campus.

6.03 Special Rights of the Lessor

- (a) If the Lessor wishes to enter, or to permit any Government Authorities, public utilities or other Persons having legal rights to do so, to enter upon the Project Site or the Improvements for the purposes of installing underground water, oil, gas, steam, storm sewer, sanitary sewer or other pipelines or telephone, electric, power or other utility lines or conduits, or to grant or obtain an easement or right of way therefor, the Lessor shall request the Lessee's or the Condo Corp Lessee's, as appropriate, consent in writing specifying the reason for entry or the nature and extent of such easement or right of way. The Lessee or the Condo Corp Lessee, as the case may be, shall not unreasonably withhold or unduly delay its consent to such entry or to such easement or right of way, provided that the Lessor does not unreasonably interfere with the Lessee's or the Condo Corp Lessee's development, use, or enjoyment of the Project. If the Lessee or the Condo Corp Lessee reasonably denies the Lessor's request for such entry, easement or right of way the Lessee or the Condo Corp Lessee, as the case may be, shall specify and consent to a reasonable alternative entry, easement or right of way acceptable to the applicable Government Authority, public utility or other Person and to the Lessor, acting reasonably.
- (b) At any time during the Term, upon reasonable notice to the Lessee (except during the Condominium Period, in which case such notice shall be given to the Condo Corp Lessee), the Lessor may access: (i) the roads crossing the Project Site, as such roads are altered, replaced, added to or closed from time to time; and (ii) the water, oil, gas, steam, storm sewer, sanitary sewer or other pipelines or telephone, electric, power or other utility lines or conduits crossing the Project

Site, as such pipelines, utility lines or conduits are altered, replaced, added to or decommissioned from time to time.

6.04 Indemnity

The exercise of the Lessor's rights of access for the purposes set forth in Section 6.03 shall be conditional upon the following:

- (a) at all times the Lessor abiding by Applicable Laws and any applicable Authorizations;
- (b) the Lessor not unreasonably interfering with the Lessee's, the Condo Corp Lessee's or any Occupant's occupancy, use, operations and activities under this Lease; and
- (c) the Lessor hereby indemnifying the Lessee and the Condo Corp Lessee for any damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands suffered by the Lessee or the Condo Corp Lessee with respect to the exercise of the Lessor's rights of access under Section 6.03, except to the extent caused or contributed to by the willful or negligent acts or omissions of the Lessee or the Condo Corp Lessee.

6.05 Neighbourhood Association

- (a) The Lessor and the Joint Lessees agree that, in order to provide a mechanism for the residents of the Project and the University District Lands to liaise with the Lessor and to provide social and community benefits and facilities for the enjoyment and use of such residents, the Lessor will cause to be formed a non-profit body corporate (the "**Neighbourhood Association**") pursuant to the *Societies Act* (Alberta), the *Companies Act* (Alberta), or pursuant to such other Applicable Law as may be available from time to time in the Province of Alberta for the formation of a neighbourhood association, for the purposes of serving the interests of the residents and retail and commercial businesses of the Project and the University District Lands, and with the intent that the members of the Neighbourhood Association will include: (i) the sublessees with respect to a portion of the University Lands; or (ii) in the event that a condominium plan is registered with respect to any portion of the University District Lands either the condominium corporation established or the condominium owners, in each case, to the extent applicable pursuant to this Section 6.05.
- (b) The Lessee hereby agrees to become a member of such Neighbourhood Association, to retain such membership during the Term, and to cause the assignee of its interests, to become a member of the Neighbourhood Association and to retain its membership in the Neighbourhood Association during the Term. The Lessee will do all such things and execute all such assurances as may be required to participate in the use, enjoyment and benefits of the

Neighbourhood Association, including without limiting the generality of the foregoing, the payment of all dues to the Neighbourhood Association in a timely manner. The Lessee acknowledges that if it defaults in payment of any dues to the Neighbourhood Association, then the Neighbourhood Association may pursue its rights and remedies against the Lessee under the Neighbourhood Association's bylaws from time to time.

- (c) Upon the request of the Lessor, the Lessee will grant and deliver in favour of the Lessor, a first priority charge, rent charge, encumbrance and security interest, in a registrable form satisfactory to the Lessor acting reasonably, against the subleasehold interest granted under this Lease and any amendments, substitutions or replacements required thereof (the "**Initial Encumbrance**"), as security for the obligations of the Lessee pursuant to this Section 6.05 and under the bylaws of the Neighbourhood Association (including the obligation to pay an annual fee) and will obtain all postponements and other assurances to ensure the first priority of the charge, rent charge, encumbrance and security interest in respect of such subleasehold interest. Upon the registration of the Condominium Plan,
- (i) the Lessee, as a Condominium Owner of each Condominium Unit, shall become a member of the Neighbourhood Association;
 - (ii) upon the election of either the Lessor or the Condo Corp Lessee by written notice, the Condominium Corporation shall become a member of the Neighbourhood Association, in which case the Condo Corp Lessee, prior to the first assignment of any Condominium Unit to a Third Party will grant, deliver and register in favour of the Lessor and the Neighbourhood Association, security in substitution for the Initial Encumbrance which has been approved by the Lessor, acting reasonably (the "**Replacement Encumbrance**"), which Replacement Encumbrance may include (without limiting the Lessor's approval right above:
 - (A) a replacement first priority charge, rent charge, encumbrance and security interest in its interest in the Common Property in a similar form as the Initial Encumbrance, registrable against the Common Property, to the extent possible, with only those changes reasonably necessary to reflect the registration against the Common Property; or
 - (B) a security interest in the receivables of the Condominium Corporation, to further and better secure the payment and obligations of the Condo Corp Lessee pursuant to this Section 6.05 and under the bylaws of the Neighbourhood Association (including the obligation to pay an annual fee); and
 - (iii) the Condo Corp Lessee will obtain all postponements and other assurances to ensure the first priority of any Replacement Encumbrance

registered at the LTO, and will use reasonable commercial efforts to obtain all postponements and other assurances to ensure the first priority of any Replacement Encumbrance not registered at the LTO. Upon delivery of confirmation to the Lessor of the registration of the Replacement Encumbrance in accordance with this Section 6.05, the Lessor shall provide a discharge of the Initial Encumbrance. Notwithstanding the foregoing, no Condominium Owner shall have any obligations under this Section 6.05 during any Condominium Period, provided that the Condominium Corporation, in its capacity as Condo Corp Lessee: (x) is a member of the Neighbourhood Association; and (y) has granted the Replacement Encumbrance in accordance with this Section 6.05 which remains registered.

ARTICLE 7 REPAIRS AND MAINTENANCE

7.01 Lessor Not Obligated to Repair

The Lessor shall not be obliged to make repairs or alterations in or to the Project Site or the Improvements, the Joint Lessees hereby assuming the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Project Site and the Improvements.

7.02 Repair by the Lessee

- (a) The Joint Lessees at the Joint Lessee's cost and expense shall during the Term, put and keep in good order and condition or shall cause to be put and kept in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not materially affect the exterior appearance of the Improvements or the foundation or structure of the Improvements or otherwise present a fire or other safety hazard) the Project Site and the Improvements, and shall make, in the same manner and to the same extent as a prudent owner, any and all necessary repairs, replacements, alterations, additions, changes, substitutions and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Improvements fully usable for all the purposes for which the Improvements were erected and constructed. Such repairs, replacements, alterations, additions, changes, substitutions and improvements shall be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Improvements.
- (b) The Joint Lessees shall not commit or suffer waste or injury to the Project Site or the Improvements or any part thereof (reasonable wear and tear excepted so long as the reasonable wear and tear does not materially affect the exterior appearance of the Improvements or the foundation or structure of the Improvements or otherwise present a fire or other safety hazard). The Joint Lessees shall not use or occupy or permit to be used or occupied the Project Site or the Improvements or

any part thereof for any illegal or unlawful purpose or for any purpose not in accordance with the Approved Project Plans, the Approved Development Plan, Applicable Laws, this Lease or any Authorization related thereto or in any manner which will result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as requested. The Joint Lessees shall not injure or disfigure the Project Site or the Improvements or permit the same to be injured or disfigured in any way; and at the expiration or other termination of this Lease, the Lessee shall, except as otherwise expressly provided herein, surrender and deliver up the Project Site and the Improvements, in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Improvements or the foundation or structure of the Improvements or otherwise present a fire or other safety hazard).

7.03 Repairs to Improvements by the Lessor

The Joint Lessees covenant and agree with the Lessor that if either of the Joint Lessees fail to repair and maintain the Project Site or the Improvements as required by the provisions of Section 7.02, the Lessor (through its employees, agents, servants, contractors and subcontractors), although not obliged to do so, may enter upon those parts of the Project Site and the Improvements required for the purpose of making the necessary repairs required to put the Project Site and the Improvements in good order in compliance with Section 7.02; provided that the Lessor will make such repairs only after giving the Lessee and the Condo Corp Lessee, as the case may be, sixty (60) days' written notice of its intention so to do (and then only provided that the Joint Lessees, or either of them, do not within such time period effect such repair, or, where the repair may reasonably require more than sixty (60) days to effect, the Joint Lessees, or either of them, do not within sixty (60) days commence and thereafter diligently and continuously proceed to effect such repair), except in the case of an emergency, in which case the Lessor may make such repairs forthwith upon delivery of such notice. Any amount paid by the Lessor in making such repairs to the Project Site and the Improvements or any part or parts thereof, together with all costs and expenses of the Lessor, including solicitor and client costs, shall be reimbursed to the Lessor by the Lessee and the Condo Corp Lessee, as the case may be, on demand, together with interest at the rate of 3% per annum above the Prime Rate calculated monthly not in advance from the date of such demand until paid and may be recovered by the Lessor as Additional Rent.

7.04 Removal of Ice and Snow from Sidewalks and Roads

The Condo Corp Lessee covenants and agrees with the Lessor that the Condo Corp Lessee shall at all times during the Term, keep the public sidewalks located on, or adjacent to the Project Site and any roads located on the Project Site reasonably clean from ice and snow during the times and to the extent required of an owner under the provisions of the applicable City by-laws with respect thereto in effect from time to time. If the Condo Corp Lessee shall fail to comply with this Section 7.04, the Lessor through its agents, servants, contractors and subcontractors may remove such ice and snow on twenty-four (24) hours notice to the Condo Corp Lessee. Any costs and expenses incurred by the Lessor in removing such ice and snow shall be reimbursed to the Lessor by the Condo Corp Lessee on demand together with interest

at the rate of 3% per annum above the Prime Rate calculated monthly not in advance from the date of such demand until paid and may be recovered by the Lessor as Additional Rent.

7.05 Housekeeping Obligations

Throughout the Term, the Joints Lessees covenant and agree to: (i) keep the exterior of the Improvements and the Project Site in a neat, tidy and orderly condition to the standard of an ordinary prudent owner of a first class residential development of a similar type, size and quality as the Developer Project; and (ii) to be responsible for ensuring that all garbage and recycling for the Developer Project is picked up on a weekly basis and is not left to unreasonably accumulate on the Project Site.

ARTICLE 8 INSURANCE

8.01 Insurance

The Condo Corp Lessee, during the Term, shall obtain and maintain the insurance coverage described in Schedule "D", on the terms and conditions set forth therein.

8.02 Insurance Trustee

Either the Lessor or the Condo Corp Lessee may appoint an insurance trustee on the terms and conditions set forth in Schedule "D".

ARTICLE 9 DAMAGE OR DESTRUCTION

9.01 Rent Not to Abate

The partial destruction or damage or complete destruction of the Improvements shall not terminate this Lease nor any sublease resulting herefrom nor entitle the Lessee to surrender possession of the Project Site or the Improvements, or to demand any abatement or reduction of the Rent or other charges payable under this Lease.

9.02 Lessee Obligations – Partial Damage

The Joint Lessees covenant and agree with the Lessor that in the event of partial damage to or partial destruction of the Improvements following Substantial Completion of the Project, the Joint Lessees, subject to the requirements of the Lessor, shall promptly repair or replace any part of the Improvements destroyed.

9.03 Lessee Obligations - Substantial Damage

In the event of Substantial Damage of the Improvements following Substantial Completion of the Project, the Lessee or the Condo Corp Lessee, as appropriate, shall advise the Lessor, within thirty (30) days of the determination by an Architect that Substantial Damage has occurred, that it will either:

- (a) reconstruct the Improvements, with a new structure or structure with such alterations as the Lessee deems appropriate provided that such reconstructed Improvements otherwise comply with this Lease; or
- (b) demolish the Improvements in accordance with Applicable Laws and applicable industry safety standards, subject to the obligation of the Lessee to construct replacement Improvements in accordance with Section 9.04 and in accordance with a construction schedule approved by the Lessor, acting reasonably.

9.04 Replacement, Repair, Reconstruction

Any replacement, repair, reconstruction or demolition of the Improvements or any part thereof pursuant to the provisions of Sections 9.02 or 9.03 hereof shall be made or done in compliance with the provisions of Section 7.02 hereof and in accordance with the Approved Project Plans, the Approved Development Plan, the University District Design Guidelines, Applicable Laws and this Lease.

9.05 Modifications

At any time during the Term, the Condo Corp Lessee may amend the Approved Project Plans, provided it has first obtained the prior written consent of the Lessor, acting reasonably. All amendments to the Approved Project Plans shall meet the requirements of the Approved Development Plan, the University District Design Guidelines, Applicable Laws, any Authorizations and Government Authorities having jurisdiction. During the Term, the Condo Corp Lessee shall not make any modifications or alterations to the Improvements in excess of ONE MILLION DOLLARS (\$1,000,000) without first receiving the approval of the Lessor.

ARTICLE 10 UNAVOIDABLE DELAYS

10.01 Unavoidable Delays

- (a) Subject to the Lessee's or Condo Corp Lessee's compliance with Section 10.01(b), if, by reason of strike, lock-out or other labour dispute, material or labour shortage not within the control of the Lessee or the Condo Corp Lessee, or an Event of Insolvency of a contractor, subcontractor, supplier or other Person providing materials or services to the Lessee, stop work order issued by any court or tribunal of competent jurisdiction (provided that such order was not issued as the result of any act or fault of the Lessee or the Condo Corp Lessee or of any one employed by it directly or indirectly), fire or explosion, flood, wind, water, unseasonable or extreme weather, unforeseen site conditions, earthquake, act of God or other similar circumstances beyond the reasonable control of the Lessee or the Condo Corp Lessee and not avoidable by the exercise of reasonable effort or foresight by the Lessee or the Condo Corp Lessee, excluding lack or shortage of funds or other financial incapacity other than an Event of Insolvency of a third party to this Agreement (in each case, an "**Unavoidable Delay**"), the Lessee or the Condo Corp Lessee is, in good faith and without default or neglect

on its part, prevented or delayed in the performance of obligations under this Lease which the Lessee or the Condo Corp Lessee is required to do within a specified time or if not specified within a reasonable time, the date or period of time within which such obligations were to have been completed shall be extended by the Lessor by a reasonable period of time equal to that of such delay or prevention and the Lessee or the Condo Corp Lessee shall be deemed not to be in default if it performs and completes such obligations 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 the Lessee or the Condo Corp Lessee, for so long as and to the extent the Lessee's or the Condo Corp Lessee's obligations are affected by the Unavoidable Delay. If the Lessor and the Lessee or the Condo Corp Lessee cannot agree as to whether or not there is an Unavoidable Delay, then such matter shall be determined in accordance with the dispute resolution process set out in Article 20.

- (b) The Lessee or the Condo Corp Lessee will promptly notify the Lessor in writing of the Unavoidable Delay or any reasonably anticipated Unavoidable Delay and the event or events that resulted in or may result in the Unavoidable Delay, and in any event within ten (10) days following the Lessee or the Condo Corp Lessee learning of the Unavoidable Delay or potential Unavoidable Delay. The Lessee or the Condo Corp Lessee will include with the written notice regarding the Unavoidable Delay sufficient documentation to establish to the reasonable satisfaction of the Lessor the impact of the Unavoidable Delay, the estimated end date of the Unavoidable Delay and a description of the proposed steps and measures the Lessee or the Condo Corp Lessee proposes to take to end the period during which the Lessee or the Condo Corp Lessee is prevented or delayed in performing its obligations as a result of such Unavoidable Delay. The Lessee or the Condo Corp Lessee will use commercially reasonable efforts to re-commence performance of the obligations that it has failed to perform without delay, including through the use of alternate sources, workaround plans or other means, and will provide the Lessor with regular updates, at least once every ten (10) days, regarding the Unavoidable Delay and the status thereof, including any change in the estimated end date of the period during which the Lessee or the Condo Corp Lessee is prevented or delayed in performing its obligations as a result of such Unavoidable Delay; notwithstanding the foregoing and for greater certainty, the Lessee or the Condo Corp Lessee, as applicable, will use commercially reasonable efforts to re-commence performance of the obligations that it has failed to perform without delay, including through the use of alternate sources, workaround plans or other means; however, the Lessee or the Condo Corp Lessee, as applicable, shall not be obligated to accelerate the delivery or performance of the obligations that it has failed to perform due to the Unavoidable Delay in order to satisfy the original timelines with respect to such obligations agreed to by the Lessee or the Condo Corp Lessee, as applicable, and the Lessor prior to the occurrence of such Unavoidable Delay.

**ARTICLE 11
BUILDERS' LIENS**

11.01 Release of Liens

The Joint Lessees shall, throughout the Term at their own cost and expense, cause any and all builders' liens and other liens for labour, services or materials alleged to have been furnished with respect to the Project Site or the Improvements, which may be registered against or otherwise affect the Project Site or the Improvements, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the Lessor in the Project Site and the Improvements), or vacated within thirty (30) days after the Lessor shall send to the Lessee or the Condo Corp Lessee and any Leasehold Mortgagee written notice of any claim for any such lien; provided however, that in the event of a bona fide dispute by the Lessee or the Condo Corp Lessee of the validity or correctness of any claim for any such lien, neither the Lessee nor the Condo Corp Lessee shall be bound by the foregoing, but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into court, within thirty (30) days of the registration of such lien, the amount claimed or sufficient security therefor and such costs as the court may direct, or the Lessee or the Condo Corp Lessee, as the case may be, may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the Lessor, for 120% of the full amount of any claim for any such lien, the amount of which letter of credit shall be increased every six months to include interest on the claimed amount at the Prime Rate, calculated semi-annually not in advance from the date any such claim is registered against or otherwise affects the Project Site or the Improvements, continuing so long as the aforesaid proceedings shall continue and which letter of credit shall be on terms sufficient to protect the Lessor's interest in the Project Site and the Improvements and in a form reasonably satisfactory to the Lessor and shall be issued by one of the chartered banks of Canada or by the Leasehold Mortgagee; and, upon being entitled to do so, the Lessee or the Condo Corp Lessee, as the case may be, shall register all such documents as may be necessary to cancel such lien from the Project Site and the Improvements, including the Lessor's interest therein.

11.02 Lessor Not Liable for Builders' Liens

It is agreed that the Lessor shall not be responsible for claims of builders' liens filed by Persons claiming through the Lessee or the Condo Corp Lessee or Persons for whom the Lessee or the Condo Corp Lessee is in law responsible. The Joint Lessees acknowledge and agree that the Improvements to be made to the Project Site will be made at the Lessee's or Condo Corp Lessee's request solely for the benefit of the Lessee or the Condo Corp Lessee and those for whom they are in law responsible.

**ARTICLE 12
INSPECTION BY THE LESSOR**

12.01 Inspection by the Lessor

It shall be lawful for a representative of the Lessor or of the Head Lessor at all reasonable times during the Term and upon two (2) Business Days' notice to the Lessee or the

Condo Corp Lessee, as appropriate, to enter the Project Site and the Improvements, or any of them, to the extent reasonably necessary to examine the condition thereof and the compliance by the Lessee or the Condo Corp Lessee of its obligations under this Lease, including without limitation the Lessee's or the Condo Corp Lessee's obligations pursuant to Sections 7.02, 7.04 and 7.05, provided that neither the Lessor nor the Head Lessor shall have any right of access to the interior of a Condominium Unit without the prior written consent of a Condominium Owner, acting reasonably.

ARTICLE 13 OBSERVANCE OF APPLICABLE LAWS

13.01 Observance of Applicable Laws

The Joint Lessees covenant with the Lessor that, notwithstanding any other provision of this Lease to the contrary, throughout the Term the Joint Lessees will comply with the Approved Project Plans, the Approved Development Plan, Applicable Laws, this Lease and any Authorizations related thereto with respect to (a) the construction and erection of the Improvements, (i) the maintenance of the Improvements and equipment, (ii) the operation, occupation and use of the Improvements or the Project Site, and (iii) the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Improvements, the Project Site or any part thereof.

ARTICLE 14 INDEMNITY

14.01 Breach, Violation or Non-Performance of Covenants by Lessee

The Joint Lessees shall indemnify, defend and save harmless the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever relating to and arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of the Lessee or the Condo Corp Lessee to be fulfilled, kept, observed and performed. The indemnity in this Section 14.01 shall survive any termination or expiration of this Lease.

14.02 Injury, Damage or Loss of Property

Notwithstanding the provisions of Section 9 of Schedule "D", the Joint Lessees shall indemnify, defend and save harmless the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever relating to and arising during the Term out of:

- (a) any injury to Person or Persons, including death resulting at any time therefrom, occurring in or about the Project Site or the Improvements; and

- (b) any damage to or loss of property occasioned by the use and occupation of the Project Site or the Improvements,

provided, however, that except as otherwise provided in Section 8 of Schedule "D", nothing contained herein shall require the Lessee or the Condo Corp Lessee to indemnify any of the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever to the extent arising out of the wilful or negligent acts or omissions of any of the Lessor Indemnified Parties. The indemnity in this Section 14.02 shall survive any termination or expiration of this Lease.

14.03 Environmental Covenants

The Joint Lessees agree that throughout the Term, with respect to the undertaking on the Project Site and the Improvements of each Occupant:

- (a) the Joint Lessees will comply with, or cause the other Occupants to comply with, all Environmental Laws including but not limited to those relating to the construction and erection of Improvements on the Project Site, equipment testing and maintenance, operation and use of the Improvements and making repairs, replacements, alterations, additional changes, substitutions or improvements of or to the Improvements or any part thereof;
- (b) the Joint Lessees will store, or cause the other Occupants to store, any Hazardous Substance brought onto or created on the Project Site or the Improvements by any Occupant in accordance with all Environmental Laws;
- (c) if any Hazardous Substance is brought onto or created upon the Project Site or the Improvements at any time during the Term by any Occupant then as between the Lessor and the Lessee or the Condo Corp Lessee, such Hazardous Substance shall be the sole and exclusive property of the Lessee or the Condo Corp Lessee, and not of the Lessor, notwithstanding the degree of affixation of the Hazardous Substance or the thing containing the Hazardous Substance to the Project Site or the Improvements and notwithstanding the expiry or sooner termination of this Lease;
- (d) the Joint Lessees will take all necessary precautions so as to ensure that the Project Site and the Improvements and any area adjoining any part of the Project Site or the Improvements do not become and are not likely to become Contaminated by any Hazardous Substances;
- (e) the Joint Lessees will permit the Lessor at all reasonable times to enter the Project Site and the Improvements and to carry out thereon and therein such inspections and Environmental Site Assessments, as the Lessor considers appropriate, and to carry out any Remedial Action required by Environmental Laws or to comply with the Lessor's obligation under the Separate Head Lease but carried out so as

to cause as little interference with the Improvements, the Project Site and the operations and activities thereon as is reasonably possible;

- (f) if the presence of any Hazardous Substance or any other substance results in any Contamination (other than Lessor Contamination):
 - (i) the Condo Corp Lessee shall be responsible to report any release of a Hazardous Substance relating to such Contamination to the applicable Government Authority, to the extent required by Environmental Laws; and
 - (ii) the Condo Corp Lessee shall promptly take all actions as are necessary to return the Project Site, the Improvements any other part of the University District Lands or any other lands to the condition in which the same existed prior to the introduction of any such Hazardous Substance or other substance onto or in the Project Site, the Improvements or any other lands, all in accordance with any reasonable directions given by the Lessor and in accordance with any directions, recommendations or equivalent of a Government Authority pursuant to Environmental Laws;
- (g) the Joint Lessees will promptly advise the Lessor forthwith of any Hazardous Discharge into or upon any part of the Project Site or the Improvements or migration of any Hazardous Discharge from the Project Site or the Improvements into or upon any other part of the Project Site or the Improvements or into or upon any property adjacent to the Project Site or the Improvements, of which it has actual knowledge and will promptly provide the Lessor with all information, notices, reports and other documents the Lessee from time to time possesses or controls regarding such Hazardous Discharge and the Remedial Action being undertaken by the Joint Lessees or anyone else with respect to the Hazardous Discharge or that may reasonably be required by the Lessor of the Lessee; and
- (h) on or before the expiration or sooner termination of this Lease: (i) the Joint Lessees shall remove all Hazardous Discharges and all Hazardous Substances which have been brought onto or created upon the Project Site or the Improvements during the Term by any Occupant; and (ii) the Condo Corp Lessee shall carry out any Remedial Action with respect to any Contamination (other than Lessor Contamination) arising during the Term to the extent necessary to ensure compliance with Environmental Laws.

The provisions of this Section 14.03 shall survive any termination or expiration of this Lease.

14.04 Environmental Liability of Lessor

- (a) The Lessor shall be: (i) liable for the presence of any Initial Lessor Contamination and any breach of Environmental Laws with respect to the

Project Site or the Improvements for the period of time ending on the Commencement Date; (ii) liable for any Hazardous Substances upon the Project Site or the Improvements during the Term and any Contamination of the Project Site or the Improvements relating to the release of Hazardous Substances during the Term, in each case to the extent attributable to the acts or omissions of the Lessor and its employees, servants, agents, contractors and those for whom it is at law responsible (collectively, the “**Lessor Contamination**”); and (iii) any breach of Environmental Laws with respect to the Project Site or the Improvements which occurs during the Term, to the extent attributable to the acts or omissions of the Lessor and its employees, servants, agents, contractors and those for whom it is at law responsible (collectively, the “**Lessor’s Environmental Liabilities**”).

- (b) The Lessor shall indemnify and save harmless the Lessee Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever incurred or suffered by any of the Lessee Indemnified Parties with respect to the Lessor’s Environmental Liabilities. The indemnity set forth in this Section 14.04(b) shall survive any termination or expiration of this Lease.

14.05 Environmental Liability of Condo Corp Lessee

- (a) The Condo Corp Lessee shall be: (i) liable for any Hazardous Substances upon the Project Site or the Improvements during the Term any Contamination of the Project Site or the Improvements during the Term other than the Lessor Contamination (collectively, the “**Lessee Contamination**”); and (ii) liable for any breach by the Condo Corp Lessee of Environmental Laws with respect to the Project Site or the Improvements during the Term, except to the extent attributable to the acts or omissions of the Lessor and its employees, servants, agents, contractors and those for whom it is at law responsible during the Term or to the extent included in the Lessor’s Environmental Liabilities (collectively, the “**Lessee’s Environmental Liabilities**”).
- (b) The Condo Corp Lessee shall indemnify and save harmless the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever incurred or suffered by any of the Lessor Indemnified Parties with respect to the Lessee’s Environmental Liabilities. The indemnity set forth in this Section 14.05(b) shall survive any termination or expiration of this Lease.
- (c) The Condo Corp Lessee shall complete any Remedial Action with respect to the Lessee Contamination which is required to cause the Project Site or the Improvements to be in compliance with Environmental Laws (with reference to

the allowable uses of the Project Site as set forth in the Approved Development Plan), by the earlier of the expiry or termination of the Term and the dates directed by any Government Authority pursuant to Environmental Laws.

- (d) The Condo Corp Lessee shall, at its sole cost and expense, complete the Remedial Action contemplated by Section 14.05(c) in accordance with Environmental Laws, including obtaining any requisite Authorizations relating to the commencement or completion of such Remedial Action including, to the extent applicable, any reclamation certificates required by the *Environmental Protection and Enhancement Act* (Alberta) (or any successor or substitute legislation). Following the completion of such Remedial Action the Condo Corp Lessee shall, at its sole cost and expense, make reasonable commercial efforts to obtain a remediation certificate with respect to such Remedial Action pursuant to the provisions of the *Environmental Protection and Enhancement Act* (Alberta) (or any successor or substitute legislation) within a reasonable period of time following the completion of such Remedial Action.
- (e) Prior to the commencement of the Remedial Action contemplated by Section 14.05(c) the Condo Corp Lessee will propose to the Lessor for the Lessor's approval a plan for the Remedial Action to be taken in respect of the Lessee Contamination (upon being approved, the "Lessee Remediation Plan"). In the event the Condo Corp Lessee fails to complete the Lessee Remediation Plan prior to the end of the Term, the Lessor may complete the Lessor Remediation Plan. Within ten (10) days after demand by the Lessor, the Condo Corp Lessee shall reimburse the Lessor for the actual costs and expenses incurred by the Lessor in completing the Lessee Remediation Plan.

ARTICLE 15 SUBLETTING AND ASSIGNING

15.01 Assigning Prior to Substantial Completion of the Project

- (a) Prior to Substantial Completion of the Project neither of the Joint Lessees may assign, transfer or sell its interest under this Lease without the prior written consent of the Lessor, which consent may be unreasonably and arbitrarily withheld or granted, in the sole and unfettered discretion of the Lessor.
- (b) Notwithstanding Section 15.01(a) and upon no less than 30 Business Days' prior written Notice to the Lessor, the Joint Lessees may, at any time prior to the Substantial Completion of the Project, assign, transfer or sell its interest under the Lease to an Affiliate of the Original Lessee with the Lessor's prior written consent which consent may not be unreasonably withheld or delayed and provided that as a condition of the effectiveness of the Assignment, such Affiliate of the Original Lessee shall:
 - (i) in the case of an assignment to an Affiliate of the Original Lessee, enter into and deliver an assignment and assumption agreement of this

Agreement in favour of the Lessor in a form satisfactory to the Lessor, acting reasonably, which agreement shall include a covenant by the Affiliate of the Original Lessee and such assignee that the Affiliate of the Original Lessee and such assignee shall remain Affiliates of each other until Substantial Completion is achieved and that the Affiliate of the Original Lessee shall not be released from its obligations under this Agreement; and

- (ii) the assignee shall execute (where applicable) and deliver to the Lessor, an assignment and assumption agreement of the Acquisition Agreement in favour of the Lessor in a form satisfactory to the Lessor, acting reasonably, along with all such other documents and deliveries required to be delivered in accordance therewith.
- (c) In the event an assignment of this Lease is permitted pursuant to the delivery of the Lessor's consent under this Section 15.01, such assignment shall be subject to an administrative fee in the amount of TWENTY THOUSAND DOLLARS (\$20,000) (the "Assignment Fee") payable by the Joint Lessees to the Lessor no later than three (3) Business Days following receipt of the Lessor's consent to assignment, for the purpose of preparing and coordinating the Lessor's deliveries relating to the proposed assignment. In the event the Administration Fee is not paid by the date required, the Lessor's consent shall be revoked and any assignment of this Agreement by the Joint Lessees shall be null and void. Notwithstanding the foregoing, in the event an assignment of this Lease is permitted by the Lessee's to the Lessee's Affiliate pursuant to the delivery of the Lessor's consent under Section 15.02(b) and such assignment occurs on or prior to Commencement Date of this Lease, the Lessor shall waive the Assignment Fee.
- (d) Prior to the Substantial Completion of the Project, there shall not be, nor shall the Lessee permit or take any corporate proceedings or action to authorize a Change of Control without the prior written consent of the Lessor, which consent may be unreasonably and arbitrarily withheld in the sole and unfettered discretion of the Lessor. The Lessee shall make available to the Lessor or its lawful representatives, all corporate books and records of the Lessee for inspection by the Lessor at all reasonable times, in order to ascertain whether there has been a Change of Control or whether a Change of Control has been authorized.

15.02 Assigning Following Substantial Completion of the Project

- (a) Following Substantial Completion of the Project and prior to the Condominium Period, the Joint Lessees may from time to time, assign, transfer or sell their interest in all or any portion of the Project Site and Improvements, provided such assignee, transferee or purchaser agrees to be bound by the obligations of the Joint Lessees under this Lease pursuant to an assignment and assumption agreement including the Lessor as a party and in a form acceptable to the Lessor and further provided that the Joint Lessees assign, transfer or sell their interest to the same Person.

(b) Following Substantial Completion of the Project and during the Condominium Period, the Lessee may at any time and from time to time assign, transfer or convey any and all of the Condominium Units without the consent of the Lessor; provided however that Rent has been paid and the Lessee is not then in default in the performance or observance of the other covenants, provisos and agreements required of the Lessee to be performed and observed hereunder, beyond applicable cure periods under Section 18.01; and provided further that such assignment, transfer or conveyance by the Lessee of its leasehold interest in a Condominium Unit (other than by way of Leasehold Mortgage) shall be subject to the following conditions:

(i) the assignment, transfer or conveyance shall be substantially in the form attached hereto as Schedule "H", with such additions, deletions or amendments thereto as are appropriate to the Condominium Unit to be assigned, transferred or conveyed and as are approved by the Lessor (the "**Condominium Unit Assignment Agreement**") and shall be executed by or on behalf of the vendor and purchaser named therein and the Lessor before a transfer of such Condominium Unit is submitted for registration at the LTO; and

(ii) the City or other authority having jurisdiction has first issued an occupancy permit in respect of the Condominium Unit;

otherwise the Lessor's consent must be first had and obtained, which consent may be unreasonably and arbitrarily withheld in the sole and unfettered discretion of the Lessor. The Lessee shall deliver to the Lessor a copy of all such assignments, transfers or conveyances within thirty (30) days of the conclusion of each transaction together with particulars of registration of the transfer of such Condominium Unit.

(c) Following Substantial Completion of the Project and during the Condominium Period, the Condo Corp Lessee shall not assign, transfer or sell its interest under this Lease except to the Condominium Corporation, as required by and pursuant to Section 2 of Schedule "B"

15.03 Subletting by the Lessee - Other Than During the Condominium Period

Save as expressly provided in Section 15.04, the Lessee shall not and will not during the Term sublease the Project Site, the Improvements or any part thereof or any structure or any part of any structure erected thereon to any Person, without the consent in writing of the Lessor, which consent the Lessor may unreasonably and arbitrarily withhold in its sole and unfettered discretion, provided however that:

(a) if the Rent has been paid and the Lessee is not then in default in the performance or observance of the other covenants, provisos and agreements required of the

Lessee to be performed and observed, the Lessee may from time to time without the consent of the Lessor: (i) following Substantial Completion of the Project, enter into Unit Subleases with Unit Sublessees or Occupants of Units in the Improvements comprising in every case part or parts (but not the whole) of the Improvements, such Units to be used by the Unit Sublessees or Occupants for residential purposes only; and (ii) enter into a Leasehold Mortgage by way of a sublease in favour of any Leasehold Mortgagee;

- (b) notwithstanding any such consent being given by the Lessor under this Section 15.03 or such subleasing being effected, the Lessee shall remain bound to the Lessor for the fulfilment of all of its obligations hereunder; and
- (c) at the Lessor's request, a copy of any or all Unit Subleases shall be forwarded to the Lessor within thirty (30) days of the conclusion of such transaction together with particulars of registration (if any) in the LTO.

15.04 Subletting by Lessee – During the Condominium Period

- (a) The Lessee may at any time and from time to time following Substantial Completion of the Project and during the Condominium Period sublease a Condominium Unit without the consent of the Lessor provided however that, the Rent payable hereunder with respect to such Condominium Unit has been paid and the Lessee is not then in default in the performance or observance of the other covenants, provisos and agreements required of the Lessee to be performed and observed hereunder.
- (b) Notwithstanding any such subleasing being effected, the Lessee shall remain bound to the Lessor for the fulfilment of all of its obligations hereunder.

15.05 Head Lessor's Non-Disturbance Agreement

Provided that the Lessee is not then in material default under this Lease beyond applicable cure periods under Section 18.01, the Lessor shall obtain in favour of the Lessee the Head Lessor's Non-Disturbance Agreement. Notwithstanding that the Head Lessor's Non-Disturbance Agreement may have been previously granted by the Head Lessor in favour of the Lessee, at the request of the Lessee following the registration of a Condominium Plan the Lessor shall obtain in favour of the Lessee a Head Lessor's Non-Disturbance Agreement with respect to the separate lease of a Condominium Unit created pursuant to Schedule "B".

15.06 Mortgaging by Lessee

Notwithstanding any other provision herein, the Lessee shall have the right at any time and from time to time to grant a Leasehold Mortgage with respect to this Lease without the prior consent of the Lessor. A copy of any and all Leasehold Mortgages shall be furnished to the Lessor together with particulars of registration in the LTO within thirty (30) days of such registration.

15.07 Assignment by Lessor

The Lessor covenants and agrees with the Lessee that it shall not assign or mortgage its interest in the Separate Head Lease or the Project Site, or any part or parts thereof except to an assignee or mortgagee which shall before such assignment or mortgage enter into an agreement with the Lessee, including Condominium Owners during the Condominium Period, pursuant to which such assignee assumes, or such mortgagee agrees to assume upon any realization of its mortgage, the obligations of the Lessor under this Lease.

ARTICLE 16 LEASEHOLD MORTGAGES

16.01 Protection of Leasehold Mortgage

In order to provide reasonable assurance for the benefit of Leasehold Mortgagees (other than Leasehold Mortgagees of Leasehold Mortgages of individual Condominium Units), the Lessor agrees to enter into an agreement directly with any Leasehold Mortgagee in the form attached as Part 1 of Schedule "F" hereto as such form may be amended from time to time to reflect terms and conditions customarily required by lenders with respect to leasehold mortgage financings in the City of Calgary and otherwise to include any reasonable revisions requested by the Leasehold Mortgagee, as such amendments are agreed to by the Lessor, acting reasonably.

16.02 Protection of Leasehold Mortgages for Condominium Units

During the Condominium Period, in order to provide reasonable assurances for the benefit of Leasehold Mortgagees with respect to a Leasehold Mortgage of an individual Condominium Unit, the Lessor agrees to enter into an agreement directly with any Leasehold Mortgagee in the form attached as Part 2 of Schedule "F" hereto as such form may be amended from time to time to reflect terms and conditions customarily required by lenders with respect to leasehold mortgage financings of individual Condominium Units in the City of Calgary and otherwise to include any reasonable revisions requested by the Leasehold Mortgagee, as such amendments are agreed to by the Lessor, acting reasonably.

ARTICLE 17 EVENT OF INSOLVENCY OF LESSEE

17.01 Events of Insolvency

- (a) The Parties agree that upon the occurrence of an Event of Insolvency of the Lessee, a receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to such Event of Insolvency shall have the right to disclaim this Lease (except that there shall be no right to disclaim this Lease following Substantial Completion of the Project and during the Condominium Period) or to hold and retain the Project Site and the Improvements, or any part thereof, for a period not exceeding six (6) months from the effective date of any such appointment, receiving order, assignment, judgment, decree, order or the commencement of dissolution or winding-up, as the case may be, or until the

expiration of the Term, whichever first happens on the same terms and conditions as the Lessee would have held the Project Site and the Improvements, or such part thereof, had no such Event of Insolvency occurred.

- (b) If the receiver, interim receiver, receiver-manager, liquidator, trustee or custodian holds and retains the Project Site and the Improvements, or any part thereof, as aforesaid it shall during the said period either:
 - (i) surrender possession at any time and the Term shall thereupon terminate, (except during the Condominium Period when this right to surrender possession and terminate shall not apply);
 - (ii) sell, transfer or otherwise dispose of all of the interest of the Lessee in this Lease and the Project Site and the Improvements, and all the rights and obligations of the Lessee hereunder, notwithstanding anything to the contrary in Article 15 contained, if the Alberta Court of Queen's Bench upon the application of such receiver, interim receiver, receiver-manager, liquidator, custodian or trustee and after fourteen (14) days written notice of such application to the Lessor, approves such sale, transfer or other disposition; or
 - (iii) elect to continue as lessee for the balance of the Term remaining provided that such receiver, interim receiver, receiver-manager, liquidator, custodian or trustee attorns as lessee to the Lessor and undertakes to be bound by and to perform the covenants and agreements of this Lease on the part of the Lessee to be performed and observed.
- (c) If during any Renewal Term an Event of Insolvency occurs with respect to the Lessee, and if within thirty (30) days of such occurrence, all Events of Insolvency continue to exist, then the current month's Base Rent, together with the Base Rent accruing for the next three (3) months (which three (3) months of Rent shall be calculated based on the Base Rent for the most recent calendar month immediately preceding the month in which the Event of Insolvency occurs), plus interest at the Prime Rate plus 3% calculated monthly not in advance, shall immediately become due and payable, and this Lease shall at the option of the Lessor become forfeit and void, and it shall be lawful for the Lessor at any time thereafter to re-enter into or upon the Project Site and the Improvements or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate.

17.02 Certain Rights of the Parties

The Lessor and the Lessee agree that:

- (a) Should the receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to an Event of Insolvency of the Lessee at any time before or after taking possession, disclaim this Lease or surrender

possession to the Lessor, its liability for payment of Rent is limited to the period of time during which such receiver, interim receiver, receiver-manager, liquidator, custodian or trustee remains in possession of the Project Site and the Improvements, or any part thereof, for the purposes of the trust estate. If such receiver, interim receiver, receiver-manager, liquidator, custodian or trustee disclaims this Lease or surrenders possession, the Lessor or the Lessor's agents or employees authorized by the Lessor may immediately or at any time thereafter re-enter the Project Site and the Improvements, or the applicable part thereof, without being liable for any prosecution or damages therefor, and may repossess and enjoy the Project Site and the Improvements, or the applicable part thereof, subject to the removal of Trade Fixtures pursuant to the terms of any leases, and such receiver, interim receiver, receiver-manager, liquidator, custodian or trustee shall execute a surrender or assignment to the Lessor in registrable form.

- (b) Entry into possession of the Project Site and the Improvements, or any part thereof, by a receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to an Event of Insolvency of the Lessee and occupation thereof by it while required for the purposes of the performance of its duties in its office shall not be deemed to be evidence of an intention on its part to retain the Project Site and the Improvements, nor affect its right to disclaim or to surrender possession pursuant to the provisions of Section 17.01.
- (c) If after occupation of the Project Site and the Improvements, or any part thereof, a receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to an Event of Insolvency of the Lessee elects to retain this Lease, and thereafter sells, transfers or otherwise disposes of this Lease, the Project Site and the Improvements and all interests and rights and obligations of the Lessee therein and hereunder to a Person approved by the court as provided by Section 17.01, its liability and the liability of the Lessee and the Lessee's estate for the payment of the Rent, if any, is limited to the period of time during which he remains in possession of the Project Site and the Improvements.

17.03 No Abatement of Rent

The receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to an Event of Insolvency shall pay to the Lessor for the period during which the receiver, interim receiver, receiver-manager, liquidator, custodian or trustee actually occupies the Project Site and the Improvements, or any part thereof, pursuant to Section 17.01 the Rent calculated on the basis of this Lease and payable in accordance with the terms hereof.

ARTICLE 18 DEFAULT BY JOINT LESSEES

18.01 Default and Re-entry

- (a) The Joint Lessees covenant with the Lessor that if:

- (i) the Lessee or the Condo Corp Lessee shall violate or neglect any covenant, agreement, or stipulation herein contained on its part to be kept, performed, or observed hereunder and any such default on the part of the Lessee or the Condo Corp Lessee shall continue for a period of time which is:
- (A) Ten (10) days after written notice of failure to pay Rent; or
 - (B) Thirty (30) days after written notice of failure to comply with the Approved Project Plans or the Approved Development Plan, or such longer time as would have reasonably sufficed for the remedying of such default or non-performance if the Lessee or the Condo Corp Lessee had commenced to remedy the same within thirty (30) days and thereafter proceeded to remedy the same with reasonable diligence (provided that the Joint Lessees shall not be entitled to the advantage of such longer time unless they shall have actually commenced to remedy the same within such period of thirty (30) days and shall actually have proceeded thereafter to remedy the same with reasonable diligence and shall have provided to the Lessor, if requested by the Lessor, reasonable evidence satisfactory to the Lessor as to the steps being taken by it toward remedying the same); or
 - (C) Sixty (60) days after written notice of a failure to materially comply with the provisions of this Lease (other than payment of Rent and compliance with the Approved Project Plans or the Approved Development Plan) or such longer time as would have reasonably sufficed for the remedying of such default or non-performance if the Lessee or the Condo Corp Lessee had commenced to remedy the same within sixty (60) days and thereafter proceeded to remedy the same with reasonable diligence (provided that the Joint Lessees shall not be entitled to the advantage of such longer time unless it shall have actually commenced to remedy the same within such period of sixty (60) days and shall actually have proceeded thereafter to remedy the same with reasonable diligence and shall have provided to the Lessor, if requested by the Lessor, reasonable evidence satisfactory to the Lessor as to the steps being taken by it toward remedying the same); or
 - (D) the Lessee is in default under the provisions of the Acquisition Agreement after the expiry of all applicable cure periods thereunder;

then and in any such case (an “**Event of Default**”), in addition to any other remedy now or hereafter provided by law, the Lessor may, at its option and upon ten (10) days’ prior written notice to the Joint Lessees, terminate this Lease

forthwith and re-enter and take possession of the Project Site and the Improvements (or, without terminating the Lease, re-enter and take possession of the Project Site and the Improvements), and may remove all Persons and property therefrom, and may use such force and assistance in making such removal as the Lessor may deem advisable to recover at once full and exclusive possession of the Project Site and the Improvements; and such re-entry shall not operate as a waiver or satisfaction in whole or in part of any right or claim of the Lessor arising as a consequence of any breach by the Lessee or the Condo Corp Lessee of any provision contained in this Lease. The Lessor's remedy of re-entry and/or termination of this Lease shall be subject always to such relief as may be available at law or in equity to the Lessee.

- (b) Unless the Joint Lessees have abandoned the Project Site and the Improvements, the Lessor shall not exercise its right of distress whether at common law or by statute without first giving to the Joint Lessees written notice of demand.
- (c) During the continuance of an Event of Default and upon the delivery of ten (10) days prior written notice to the Joint Lessees, and without limiting the rights available to the Lessor hereunder or at law or in equity, the Lessor, its agents or any receiver or receiver and manager appointed by or at the request of the Lessor shall be entitled, in the reasonable exercise of its discretion to cure any Event of Default, provided that the Joint Lessees shall be responsible for any additional or incremental costs or expenses incurred by the Lessor as a result of such Event of Default which would not have been incurred by the Lessor in the absence of such Event of Default (including reasonable legal fees and disbursements on a solicitor and own client basis) all of which amounts shall be immediately due and payable by the Joint Lessees to the Lessor on demand.
- (d) The provisions of this Section 18.01 shall not apply to either of the Joint Lessees following Substantial Completion of the Project and during the Condominium Period and the provisions of Section 18.02 shall apply following Substantial Completion of the Project and during the Condominium Period.

18.02 Procedure in Event of Default during Condominium Period

Following Substantial Completion of the Project and during the Condominium Period, if the Condominium Corporation, as Condo Corp Lessee, or a Condominium Owner, as lessee with respect to a Condominium Unit, shall default in performing or observing any of its covenants or obligations under this Lease and the Lessor shall have given to the Condo Corp Lessee or such Lessee notice specifying such default and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, in the case of a default which cannot with due diligence be cured within the period of sixty (60) days aforesaid, the Condo Corp Lessee or such Lessee, as the case may be, fails to proceed promptly after the giving of such notice to cure such default, the Lessor may:

- (a) cure the specified default, although not obliged to do so, and any amount paid by the Lessor in curing such default, together with all costs and expenses of the

Lessor, shall be reimbursed forthwith to the Lessor by the Condo Corp Lessee or such Lessee, as the case may be, and to the extent unpaid, said costs and expenses of the Lessor (which share shall be determined as hereafter set forth) may be recovered by the Lessor from the Condo Corp Lessee or the Lessee as Additional Rent; or

- (b) bring an action against the Condo Corp Lessee to remedy the specified default or recover the amount so paid by the Lessor in curing the default and all costs and expenses of the Lessor.

18.03 Remedies of Lessor are Cumulative

The remedies of the Lessor specified in this Lease are cumulative and are in addition to any remedies of the Lessor at law or equity and shall be subject to the terms of this Lease and any Head Lessor's Non-Disturbance Agreement. No remedy shall be deemed to be exclusive, and the Lessor may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this Lease, the Lessor shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Lessee of any of the covenants or agreements hereof.

18.04 Waiver by Lessor

The failure of the Lessor to insist upon the strict performance of any covenant or agreement of this Lease shall not waive such covenant or agreement, and the waiver by the Lessor of any breach of any covenant or agreement of this Lease shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Lessor of Rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Lessee shall not waive such breach. No waiver by the Lessor shall be effective unless made in writing.

ARTICLE 19 COVENANTS OF LESSOR

19.01 Covenant Respecting Charges and Encumbrances

The Lessor covenants with the Lessee that the Lessor has a good and marketable leasehold title to the Project Site and that the Lessor has not at any time hereto before made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the leasehold title to the Project Site or any part thereof granted under this Lease is charged or encumbered other than by the Permitted Encumbrances.

**ARTICLE 20
DISPUTE RESOLUTION**

20.01 Settling Disputes

Any and all disputes, claims, questions or differences arising out of or in connection with this Lease, or in respect of any legal relationship associated with or derived from this Lease (a “**Dispute**”), shall be resolved solely and exclusively in accordance with the provisions of Sections 20.01 through 20.03.

If a Dispute arises, any of the Parties may deliver a written notice of the Dispute to the other Parties, which written notice shall include a recommendation for the resolution of the Dispute. Upon the receipt of such written notice the Parties shall attempt to settle the Dispute by negotiation between authorized representatives of each Party. If the Dispute has not been resolved pursuant to such negotiation, for any reason, within ten (10) Business Days following delivery of the written notice of Dispute, any Party may deliver a written notice to the other Party requesting that the Dispute be referred to a specified senior officer of each Party, who shall attempt to settle the Dispute by negotiation. If the Dispute has not been resolved by the senior officers, for any reason, within ten (10) Business Days following delivery of the notice of requesting such negotiation, any Party may deliver a written notice of arbitration (the “**Arbitration Notice**”) pursuant to which the Dispute shall be fully and finally resolved by arbitration as provided in Section 20.02.

20.02 Arbitration

The Dispute will be resolved by arbitration in accordance with the provisions of the *Arbitration Act* (Alberta) as the same may be amended from time to time or any successor legislation. The following additional provisions will apply to the arbitration:

- (a) The Arbitration Notice will contain a concise description of the matters submitted for arbitration, including the facts supporting the Party’s position, the points at issue and the relief sought.
- (b) The arbitral tribunal will consist of a single arbitrator. The single arbitrator will be appointed by mutual agreement of the Lessor and the Joint Lessees (acting jointly) in writing, or in the event of a failure to agree within ten (10) Business Days following the delivery of the Arbitration Notice, the arbitrator will be appointed by the Alberta Court of Queen’s Bench, acting solely as an appointing authority.
- (c) The arbitrator will be independent, objective, free of conflict of interest or bias, and shall be qualified by training and education to rule upon the particular matters to be decided in the arbitration.
- (d) The Parties agree that time is of the essence in the conduct of the arbitration proceedings and the Parties and the arbitral tribunal will conduct the arbitration in the most expeditious manner possible, in light of the circumstances of the Dispute.

- (e) The arbitration will be take place in Calgary, Alberta and the language of the arbitration shall be English.
- (f) Any arbitration award will deal with the question of costs of arbitration, which may include the arbitrators' fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and reasonable costs of preparations, as appropriate. Unless the Parties otherwise agree in writing, the arbitral tribunal shall make its orders on both the arbitration and legal costs and disbursements on the general principle that such awards should reflect each Party's relative success and failure in the arbitration except where it appears to the arbitral tribunal that this approach is unreasonable. The arbitral tribunal may also award the payment of interest on any amount awarded at a rate determined in the sole discretion of the arbitral tribunal.
- (g) The arbitration award will be final and binding and, except on a question of law, will not be subject to appeal, subject to the provisions of the *Arbitration Act* (Alberta) as the same may be amended from time to time or any successor legislation.
- (h) This arbitration provision will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (i) The Parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed to any Persons other than the arbitrators, the Parties, their counsel and any Person necessary to the conduct of the proceeding, except as may be required in judicial proceedings relating to the arbitration or otherwise required by law.

20.03 Construction of Development

The Parties shall, during the course of any Dispute, and without prejudice to any such Dispute continue to perform their respective obligations under this Lease.

ARTICLE 21 CERTAIN COVENANTS AND AGREEMENTS OF THE LESSEE AND THE CONDO CORP LESSEE

21.01 Conduct on Project Site

- (a) Taking into account that during construction of any Improvements the applicable Project Site will be operated as a normal construction site, the Joint Lessees covenant and agree with the Lessor that they will neither carry on nor allow to be carried on or done upon the Project Site or in the Improvements any work, business or occupation which may be a nuisance or which may be

improper, noisy or contrary to any Applicable Law or to any policy, rule or guideline of the University of Calgary of which the Joint Lessees have notice.

- (b) During the Condominium Period the Lessee covenants and agrees with the Lessor to comply with the bylaws and rules of the Condominium Corporation, with the Condominium Property Act and the regulations promulgated thereunder and all other Applicable Laws.

21.02 Duties of the Condominium Corporation

The Condominium Corporation must: (i) perform its duties under the Condominium Property Act; and (ii) require the Lessee to comply with the bylaws and rules of the Condominium Corporation, with the Condominium Property Act and the regulations promulgated thereunder and all other Applicable Laws.

21.03 Maintenance and Servicing

The Condo Corp Lessee confirms and agrees that the Condo Corp Lessee will be solely responsible for maintaining any statutory right of way or easements it causes the Lessor or the Head Lessor to enter into with respect to the development of the Project Site and for performing and observing any of the obligations pursuant to all Permitted Encumbrances.

ARTICLE 22 QUIET ENJOYMENT AND OWNERSHIP OF LESSEE'S FIXTURES

22.01 Covenant for Quiet Enjoyment

If the Lessee and the Condo Corp Lessee are not in material default beyond applicable cure periods under Section 18.01, the Lessee and the Condo Corp Lessee shall and may peaceably enjoy and possess the Project Site and the Improvements for the Term, without any interruption or disturbance whatsoever from the Lessor or any other Person lawfully claiming from or under the Lessor, provided however that nothing in this Section 22.01 shall limit the rights of access reserved by the Lessor, or the rights of inspection conferred upon the Lessor, by the terms of this Lease.

22.02 Ownership of Fixtures

The Joint Lessees may confer upon Occupants of the Improvements the right of property in, or the right to remove, fixtures which are Trade Fixtures. The Joint Lessees shall make good or shall cause such Occupants to make good any damage to the Improvements or the Project Site caused by any removal of such Trade Fixtures.

**ARTICLE 23
NOTICE**

23.01 Notice

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (in this Section 23.01, a “Notice”) to be given under or in connection with this Lease shall be in writing and shall be given by personal delivery or by electronic mail addressed or sent as set out below or to such other address or electronic mail address as may from time to time be the subject of a Notice:

(a) Lessor: West Campus Development Trust

Alastair Ross Technology Centre
Suite 110A, 3553 – 31st Street NW
Calgary, Alberta T2L 2K7

Attention: President and CEO
Email: jrobertson@wcdt.ca

(b) Lessee: **TRUMAN HOMES 1995 INC.**

#2236, 10 Aspen Stone Blvd SW
Calgary, Alberta, T3H 0K3
Attention: Oliver Trutina
Email: oliver@trumanhomes.com

(c) Condo Corp Lessee: **TRUMAN HOMES 1995 INC.**

#2236, 10 Aspen Stone Blvd SW
Calgary, Alberta, T3H 0K3
Attention: Oliver Trutina
Email: oliver@trumanhomes.com

Every Notice shall be deemed to have been validly and effectively given when delivered personally to the then current address for Notices pursuant to this Section 23.01, or if mailed, upon the fifth (5th) Business Day after being mailed. Electronic mail or any electronic communications between the parties shall not be deemed to have been validly and effectively sent and received unless the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Either Party may from time to time by Notice in writing to the other designate another address as the address to which Notices are to be mailed to it, or specify with greater particularity the address and persons to which such Notices are to be mailed and may require that copies of Notices be sent to an agent designated by it.

**ARTICLE 24
MISCELLANEOUS**

24.01 Obligations of the Lessee and the Condo Corp Lessee

- (a) Obligations of the Lessee and the Condo Corp Lessee that arise at any time during the Term that is not within the Condominium Period and following Substantial Completion of the Project, shall be joint and several.
- (b) Following Substantial Completion of the Project and during the Condominium Period:
 - (i) the rights of the Lessee granted hereunder and the obligations of the Lessee hereunder shall relate only to the Condominium Units owned by it from time to time and any portion of Common Property for which it has been granted exclusive possession and has been delegated responsibility to care for and maintain such Common Property by the Condominium Corporation pursuant to the provisions of the *Condominium Property Act* (an “**Exclusive Use Area**”); and
 - (ii) the rights of the Condo Corp Lessee granted hereunder and the obligations of the Condo Corp Lessee hereunder and the Condominium Corporation following execution of the Condominium Corporation Agreement in each case shall relate only to the Common Property (excepting for the rights and obligations relating to any Exclusive Use Areas which shall remain with the appropriate Lessee pursuant to Section 24.01(b)(i)); and
 - (iii) the obligations of the Joint Lessees shall be several (with reference to the allocation of liability set forth in Sections 24.01(b)(i) and 24.01(b)(ii)) and neither joint nor joint and several.

24.02 Execution of the Condominium Corporation Agreement

Forthwith upon the registration of the Condominium Plan in the LTO the Lessee and the Condo Corp Lessee shall execute and shall cause the Condominium Corporation to execute the Condominium Corporation Agreement. If the Condominium Corporation fails to execute the Condominium Corporation Agreement and deliver the same to the Lessor together with a resolution of the Condominium Corporation authorizing the execution of the Condominium Corporation Agreement in accordance with Schedule “B” within five(5) Business Days of the Condominium Registration Date then the Lessee shall observe and perform all of those covenants, conditions and agreements which the Condominium Corporation would have been bound to observe and perform by the terms of this Lease as Condo Corp Lessee had the Condominium Corporation Agreement not been executed and delivered as aforesaid, until the Condominium Corporation executes the Condominium Corporation Agreement.

24.03 Condominium Corporation Loss of Right, Power and Authority

If at any time during the Condominium Period the Condominium Corporation does not have the right, power and authority to observe and perform any of the covenants, conditions and agreements which the Condominium Corporation, as Condo Corp Lessee, is bound to observe and perform, then the Lessee shall observe and perform all of those covenants, conditions and agreements which the Condominium Corporation would have been obligated to observe and perform had the Condominium Corporation such right, power and authority.

24.04 Release from Liability

The Lessor covenants and agrees that the Original Lessee (but not including any lessee or tenant of the Original Lessee or any other Person claiming under the Original Lessee or any Person to whom a Condominium Unit is assigned, transferred or conveyed under and pursuant to the terms of this Lease), shall be released and discharged from any and all of its liabilities and obligations under the covenants, terms and conditions contained in this Lease in respect of a Condominium Unit upon:

- (a) the Substantial Completion of the Project; and
- (b) assignment of the subleasehold interest of the Original Lessee in such Condominium Unit to the first Third Party Purchaser;

provided that the Original Lessee shall have paid the Rent and other monies required to be paid hereunder and is not then in material default beyond applicable cure periods under Section 18.01 in relation to any covenants and agreements herein to be performed by the Original Lessee up to and including the said date and the Original Lessee and the Third Party Purchaser have entered into a Condominium Unit Assignment Agreement.

24.05 Statements by Lessor and Joint Lessees

The Lessor and the Joint Lessees agree that at any time and from time to time upon not less than ten (10) days prior request by the other Party, each will execute, acknowledge and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the Additional Rent has been paid and the request shall specify the Additional Rent in respect of which such information is required; and
- (c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular enquiries, the Party who requests the statement is not in default under any provisions of this Lease, or, if in default, the particulars thereof;

which certification shall be provided by the Lessor or the Joint Lessees, as the case may be, on the following conditions:

- (i) that neither the Lessor, the Joint Lessees nor the Person signing on behalf thereof be liable for any damage or expense should for any reason, including negligence, the information provided be inaccurate, incomplete or misleading; and
- (ii) that should any or all of the information be inaccurate, incomplete or misleading, for any reason, including negligence, the Lessor or the Joint Lessees, as the case may be, shall, as against any Person who may rely on the contents of the certified statement, be able to assert and enforce its full rights in strict accordance with this Lease as if the certified statement had not been signed on behalf of the Lessor or the Joint Lessees, as the case may be, and as if any or all Persons who may rely on the contents of the certified statement had not relied on the contents of the certified statement.

24.06 Time of Essence

Time shall be of the essence of this Lease, save as herein otherwise provided.

24.07 Registration

The Original Lessee shall have the right to register this Lease or register a Caveat with respect to this Lease in the LTO against title to the Project Site and to apply to the Registrar of the LTO for a separate leasehold title following such registration. The Original Lessee shall provide particulars of such registration to the Lessor within thirty (30) days of such registration.

24.08 Enurement

All covenants, agreements, conditions and obligations contained in this Lease shall be binding upon and enure to the benefit of the respective successors and permitted assigns of the Lessor, the Lessee and the Condo Corp Lessee.

[Signature page follows.]

IN WITNESS WHEREOF the Lessor, the Lessee and the Condo Corp Lessee have executed this Lease as of the date first above written.

**WEST CAMPUS DEVELOPMENT TRUST,
by its trustee WEST CAMPUS
DEVELOPMENT CORPORATION**

Per: _____
Name:
Title:

By: _____
Name:
Title:

**TRUMAN HOMES 1995 INC., in its capacity as
Lessee**

Per: _____
Name:
Title:

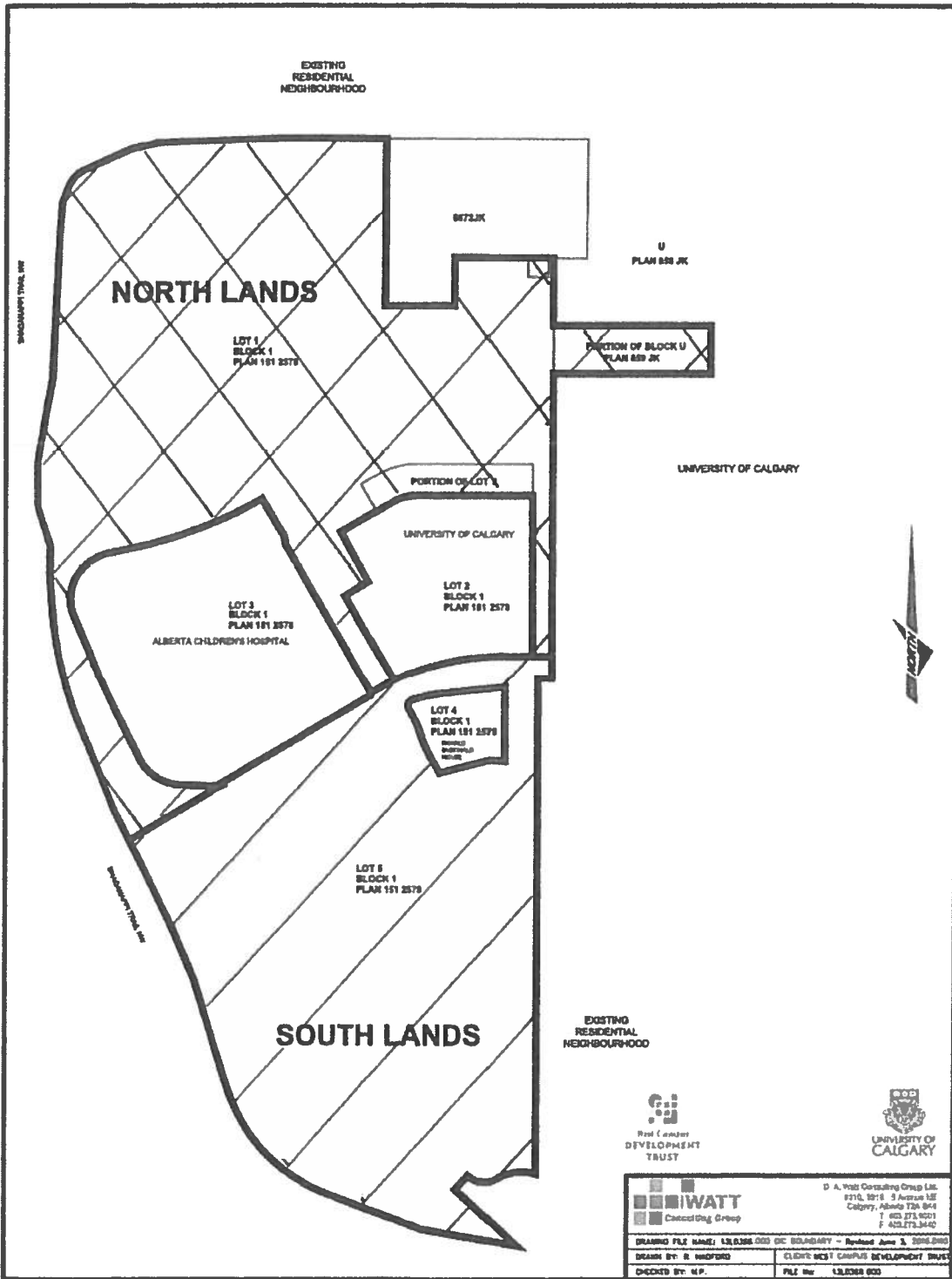
By: _____
Name:
Title:



**TRUMAN HOMES 1995 INC., in its capacity as
Condo Corp Lessee**


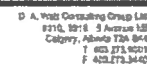
Per: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "A"- PART 1 - PLAN OF UNIVERSITY DISTRICT



D.A. Watt Consulting Group Ltd.
 2710, 29th St. S. Suite 102
 Calgary, Alberta T2B 0A4
 T: 403.273.9001
 F: 403.273.3440

DRAWING FILE NAME: U3,038.000 DIC BOUNDARY - Revhad June 3, 2016.DWG	CLIENT: MCT CAMPUS DEVELOPMENT TRUST
DESIGN BY: R. HOFFORD	FILE No: U3,038.000
CHECKED BY: M.P.	

SCHEDULE "A"- PART 2 LEGAL DESCRIPTION OF UNIVERSITY DISTRICT LANDS

NORTH LANDS

PLAN 1512578
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 38.98 HECTARES (96.32 ACRES) MORE OR LESS
("Lot 1")

PLAN 1512578
BLOCK 1
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 7.22 HECTARES (17.84 ACRES) MORE OR LESS
("Lot 2")

PLAN 6672JK
THE HOUSING SITE CONTAINING 14.63 ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
(the "Housing Site")

PLAN CALGARY 859JK
BLOCK "U"
CONTAINING 98.8 HECTARES (244.23) ACRES MORE OR LESS EXCEPTING
THEREOUT

PLAN	NUMBER	HECTARES	(ACRES)
SUBDIVISION	1139JK	0.611	(1.51)
SUBDIVISION	2827JK	5.85	(14.44)
SUBDIVISION	6672JK	0.845	(2.09)
SUBDIVISION	8311001	0.11	(0.27)
ROAD	8610644	1.51	(3.72)
ROAD	9412440	0.506	(1.25)
ROAD	0313064	0.038	(0.09)

EXCEPTING THEREOUT ALL MINES AND MINERALS
(the "Block U")

SOUTH LANDS

PLAN 1512578
BLOCK 1
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 34.46 HECTARES (85.15 ACRES) MORE OR LESS
("Lot 5")

SCHEDULE "B"
CONDOMINIUM REGISTRATION, CONVERSION, RENEWAL AND PURCHASE
OBLIGATIONS

1. Conversion

- (a) Notwithstanding the provisions of Article 15, provided the Rent has been paid and the Lessee is not then in material default in the performance or observance of the other covenants, provisos and agreements required of the Lessee to be performed and observed beyond applicable cure periods under Section 18.01:
 - (i) the Lessee, without the consent of the Lessor, may offer for sale the Condominium Units which the Lessee proposes to create by registration of a Condominium Plan in accordance with Section 1(b) hereof and enter into Purchase Agreements, provided that the Original Lessee has complied with all requirements of the Condominium Property Act so far as they pertain to the offer for sale of the proposed Condominium Units (provided however, that where the Original Lessee proposes to offer for sale more than 40% of the proposed Condominium Units to one Person or to Persons Affiliated with each other, then the prior consent of the Lessor to such Person or Persons must be obtained, which consent may be unreasonably and arbitrarily withheld in the sole and unfettered discretion of the Lessee); and
 - (ii) following Substantial Completion of the Project, the Lessee, without the consent of the Lessor, may assign, transfer or convey those Condominium Units created by the deposit of a Condominium Plan in accordance with Section 1(b) of this Schedule "B", provided that all necessary Authorizations have been obtained in respect of occupancy in respect thereof and the provisions of this Lease shall apply to such assignments, transfers or conveyances (provided however, that where the Original Lessee proposes to assign, transfer or convey more than 40% of the Condominium Units to one Person or to Persons Affiliated with each other, then the prior consent of the Lessor to such Person or Persons must be obtained, which consent may be unreasonably and arbitrarily withheld).
- (b) The Lessee shall prepare or cause to be prepared a Condominium Plan with respect to the Project as soon as reasonably possible during the construction of the Project, in accordance with the provisions of the Condominium Property Act. The Lessee shall deliver the Condominium Plan to the Lessor and the Lessor agrees to deliver to the Lessee its written consent to the registration of the Condominium Plan for filing in the LTO if the Condominium Plan has been prepared in accordance with the Condominium Property Act and the Project is being constructed in accordance with this Lease. As soon as reasonably possible after the written consent of the Lessor has been delivered, the Lessee shall submit the Condominium Plan for the registration in the LTO in accordance with the provisions of the Condominium Property Act, the Land Titles Act, and all other

Applicable Laws in respect of the Condominium Plan. The Lessee acknowledges and confirms to the Lessor that it shall be the sole responsibility of the Lessee to comply with the requirements of the Condominium Property Act, the Land Titles Act and all other Applicable Laws such that the Condominium Plan may be accepted by the Registrar for registration in the LTO.

- (c) It is understood and agreed between the Lessor and the Lessee that the registration of the Condominium Plan shall operate as a conversion of this Lease into individual subleases in the name of the Lessee in respect of the interest of the Lessee in each Condominium Unit (including the share of Common Property relating to such Condominium Unit) which is created by the registration of the Condominium Plan, subject to the applicable terms and conditions contained in this Lease. From and after the registration of the Condominium Plan, each Condominium Unit shall be held during all of the unexpired residue of the Term then remaining separately from and independently of each of the other Condominium Units as if each Condominium Unit had been demised to each of the Condominium Owners as lessees in the form of this Lease. For greater certainty, the Lessor covenants and agrees that a material default under this Lease beyond applicable cure periods under Section 18.01 with respect to a Condominium Unit by a Condominium Owner will not constitute a default under this Lease with respect to any other Condominium Unit by any other Condominium Owner or by the Condo Corp Lessee.
 - (d) The Lessor covenants and agrees with the Lessee that the Lessee shall be released and discharged from any and all of its liabilities and obligations under this Lease in respect of each Condominium Unit on the date Lessee's leasehold interest in that Condominium Unit is assigned to a Third Party Purchaser of such Condominium Unit, except for any liabilities which have accrued prior to the date of such assignment.
2. Upon the registration of the Condominium Plan, the Condo Corp Lessee shall assign to the Condominium Corporation all of the rights of the Condo Corp Lessee hereunder and cause the Condominium Corporation to assume all of the obligations of the Condo Corp Lessee hereunder pursuant to the form of assignment and assumption agreement attached as Appendix "I" to this Schedule "B", provided that the Condo Corp Lessee shall be released and discharged from any and all of its liabilities and obligations under this Lease on the effective date of such assignment and assumption, except for any liabilities which have accrued prior to the effective date of such assignment and assumption.

3. Lessor's Election to Renew

The following provisions will apply during any Condominium Period, provided that the Lessee's subleasehold interest in all Condominium Units has been assigned to Third Party Purchasers as contemplated in Section 1(d) of this Schedule "B":

- (a) At least five (5) years prior to the end of the Term the Lessor must give written notice to each Condominium Owner whether or not the Lessor elects to renew

this Lease with respect to such Condominium Owner's Condominium Unit and the period of such renewal term which period of renewal must be a minimum period of twenty five (25) years. If the Lessor fails to deliver written notice as to whether or not it elects to renew this Lease within such time period, the Lessor shall be deemed to have elected to renew the Lease for a term twenty-five (25) years. The Lessor shall make the same election or be deemed to have made the same election for each Condominium Unit within a Condominium Plan.

- (b) Any renewal of this Lease shall be on the same terms and conditions as are herein contained, *mutatis mutandis*, except that the term shall be twenty-five (25) years unless the Lessor elects to renew for a longer period and the Rent shall be determined as follows:
- (i) the Base Rent payable by the Lessee during each renewal term shall be that share of the then current annual market rental value of the Project Site (excluding the Improvements, as if the Project Site were unimproved), apportioned to the Condominium Unit in the proportion that the most recent assessed value of the Condominium Unit bears to the aggregate of the most recent assessed values of all of the Condominium Units within the Condominium Plan, with such annual sum to be agreed upon in writing by and between the Lessor and the Lessee; provided that, if the Lessor and the Lessee do not agree in writing upon the Base Rent for any renewal term at least six (6) months prior to the end of the Term the Base Rent for such last mentioned renewal term shall be determined by arbitration in accordance with the provisions of Article 20. The Lessee covenants and agrees to pay the Base Rent as so determined for each renewal term in twelve (12) monthly instalments in advance, on the first day of each month in each year during each renewal term, provided however, that should the date upon and from which such Base Rent first begins to accrue be a date other than the first day of a month, such Base Rent shall be apportioned accordingly as to the first and last months of the renewal term;
 - (ii) if the annual Base Rent at any time payable under any renewal of this Lease is subject to a revision which is dependent upon a determination to be made pursuant to the provisions of this subsection but which has not been made, and if consequently, the amount of the revision of the Base Rent cannot be ascertained within the time limited herein, the Lessee shall, pending the making of the computation, continue to pay monthly instalments calculated at one-twelfth (1/12) of the Base Rent payable in the last year of the Term or any subsequent renewal thereof, as the case may be. When the revised annual Base Rent has been ascertained, the Lessee shall pay to the Lessor the amount, if any, by which the monthly instalments of the revised annual Base Rent payable prior to the date of such determination exceeds the amount actually paid during such Renewal Term until the date of such determination, and the final determination of the revised annual Base Rent, together with interest at

the rate of three per cent (3%) per annum above the Prime Rate on such excess amount or the Lessor shall credit the Lessee against future instalments of annual Base Rent with any overpayment, together with interest at the rate of three per cent (3%) per annum above the Prime Rate on such overpayment. When the revised annual Base Rent has been ascertained, the Lessee shall receive a credit against its obligation to Rent hereunder equal to the amount, if any, by which the monthly instalments of the revised annual Base Rent payable prior to the date of such determination are less than the amount actually paid during such Renewal Term until the date of such determination.

- (c) When the Base Rent has been determined (by agreement or arbitration) for any renewal of this Lease hereunder the Lessor shall prepare, execute and deliver to the Lessee not less than three (3) copies of any amendment of this Lease in a form acceptable for registration in the LTO and the Lessee shall execute such amendment, attend to the registration thereof and deliver an executed copy of the same to the Lessor with particulars of registration in the LTO endorsed thereon. All fees for the registration of the renewal of this Lease in the LTO borne by the Lessee.

4. Lessor's Obligation to Purchase

The following provisions shall apply during any Condominium Period, provided that the Lessee's subleasehold interest in all Condominium Units has been assigned to Third Party Purchasers pursuant to Section 1(d) of this Schedule "B":

- (a) Upon the expiration of the Term (other than when the Term comes to an end as a result of a termination of this Lease pursuant to Article 17 and Article 18), the Lessor shall purchase the Condominium Owners' interests in the Condominium Units. The purchase price of each Condominium Owner's interest in its Condominium Unit shall be its fair market value, as agreed between the Lessor and the Condominium Owner, and evaluated as if this Lease did not expire (the "**Condominium Purchase Price**"). If the Lessor and the Condominium Owner cannot agree upon the Condominium Purchase Price of the Condominium Owner's interest in the Condominium Unit at least sixty (60) days (or such extended period as the parties may mutually agree upon) prior to the expiration of the Term as aforesaid then the Condominium Purchase Price shall be the fair market value of the Condominium Owner's interest in the Condominium Unit as determined in accordance with the dispute resolution process set forth in Article 20 hereof. For the purposes of determining such fair market value the Condominium Owner's interest in the Condominium Unit shall be determined:
 - (i) on the basis that the Condominium Owner's interest in the Condominium Unit consists only of that part of the Project comprising the Condominium Unit and its interest in the Improvements on the Common Property related thereto, with no value being attributable to the Project Site;

- (ii) on the basis that the Condominium Unit and such Common Property is free of all liens, charges and financial encumbrances; and
 - (iii) on the basis that the Project Site may be used only for the purposes set forth in this Lease, and the Condominium Purchase Price shall be calculated as of the date of termination of this Lease.
- (b) The purchase price of the Condominium Owner's interest in the Condominium Unit shall be paid less any amounts owing to the Lessor by the Condominium Owner and any other normal adjustments not later than thirty (30) days after the Condominium Purchase Price shall have been determined pursuant hereto (either by agreement or arbitration) and in exchange for which the Condominium Owner shall deliver without cost to the Lessor a deed of surrender and conveyance of the Condominium Owner's interest in the Condominium Unit in a form acceptable to the Lessor and such as to effectively surrender and convey to the Lessor all of the interest, right and title of the Condominium Owner free of all liens, charges and encumbrances in the Condominium Unit together with vacant possession of the Condominium Unit.

APPENDIX "I"
CONDOMINIUM CORPORATION AGREEMENT

[See attached]

CONDOMINIUM CORPORATION AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, ____.

AMONG:

[Developer ●], in its capacity as Lessee (the "Lessee")

- and -

[Developer ●], in its capacity as Condo Corp Lessee (the "Condo Corp Lessee")

- and -

THE OWNERS: CONDOMINIUM PLAN NO. ● (the "Condominium Corporation")

- and -

WEST CAMPUS DEVELOPMENT TRUST, by its trustee WEST CAMPUS DEVELOPMENT CORPORATION (the "Lessor")

WHEREAS the Lessor, the Lessee and the Condo Corp Lessee entered into a Sublease dated [●] with respect to a Project Site within the University District Lands (the "Developer Lease");

AND WHEREAS the Lessee has registered Condominium Plan ● in the LTO;

AND WHEREAS, pursuant to the Developer Lease, upon the registration of a Condominium Plan the Condo Corp Lessee is required to cause the Condominium Corporation to assume all of the obligations of the Condo Corp Lessee under the Developer Lease and to assign to the Condominium Corporation all of the rights of the Condo Corp Lessee under the Developer Lease;

NOW THEREFORE THIS ASSIGNMENT WITNESSETH that in consideration of these presents and other good and valuable consideration paid by each party to the others hereunder, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. **Definitions.** All capitalized terms used herein (including in the recitals) and not otherwise defined shall have the respective meanings ascribed thereto in the Developer Lease.
2. **Assignment.** The Condo Corp Lessee, as of ● (the "Effective Date"), hereby absolutely grants, sells, assigns and transfers to the Condominium Corporation all of the rights of the Condo Corp Lessee under the Developer Lease and all of the benefits and advantages to be derived therefrom and all covenants and agreements in connection

therewith in respect of the period on and after Effective Date (the “**Assigned Interest**”), to have and to hold the Assigned Interest unto the Condominium Corporation and its successors and permitted assigns.

3. **Assumption.** The Condominium Corporation hereby assumes all of the covenants and obligations of the Condo Corp Lessee under the Developer Lease in respect of the period on and after the Effective Date and the Condominium Corporation hereby covenants and agrees with the Condo Corp Lessee, the Lessee and the Lessor that it shall be liable to the Lessor for the observance, performance and fulfillment of each and every covenant, agreement, term, obligation, condition and stipulation on the part of the Condo Corp Lessee in respect of the period on and after the Effective Date, to the same effect as if the Condominium Corporation were a party to the Developer Lease in the place and stead of the Condo Corp Lessee.
4. **Indemnification and Release of the Lessee.** The Condominium Corporation hereby covenants with the Condo Corp Lessee to save harmless the Condo Corp Lessee from and against any liability in connection with the terms, covenants and conditions contained in the Developer Lease which the Condo Corp Lessee has agreed to observe, keep and perform hereunder. The Lessor hereby acknowledges and agrees that the Condo Corp Lessee shall be released and discharged from any and all of its liabilities and obligations under the Developer Lease in respect of the obligations of the Condo Corp Lessee as and from the Effective Date, except for any liabilities which have accrued prior to the Effective Date.
5. **Governing Law.** This agreement shall be construed in accordance with and be governed by the laws of Alberta and the laws of Canada applicable therein.
6. **Counterparts.** This agreement may be signed in counterparts and delivered by facsimile transmission and each of which when taken together shall be binding on the parties hereto,
7. **Headings.** The headings contained in this agreement are for convenience of reference only and shall not affect the construction or interpretation hereof.
8. **Successors and Assigns.** All covenants, agreements, conditions and obligations contained in this agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto.
9. **Further Assurances.** Each of the parties hereto covenants and agrees from time to time and at all times hereafter to do and perform such acts and things and to execute all such deeds, documents and writings and give all such further assurances as may reasonably be required to give effect to the intention of this agreement.
10. **Conflict.** If there is any conflict or inconsistency between any term or provision of this agreement and any term or provision of the Developer Lease, the terms and provisions of the Developer Lease shall prevail.

IN WITNESS WHEREOF the parties have hereunto affixed their names by their proper officers as of the date first above written.

[DEVELOPER] in its capacity as Lessee

By: _____
Name:
Title:

By: _____
Name:
Title:

[DEVELOPER] in its capacity as Condo Corp Lessee

By: _____
Name:
Title:

By: _____
Name:
Title:

THE OWNERS: CONDOMINIUM PLAN NO. ●

By: _____
Name:
Title:

By: _____
Name:
Title:

**WEST CAMPUS DEVELOPMENT TRUST, by its trustee
West Campus Development Corporation**

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "C"
HEAD LESSOR'S NON-DISTURBANCE AGREEMENT

[See attached]

NON-DISTURBANCE AGREEMENT

THIS AGREEMENT made effective as of the _____ day of _____, 2_____.

AMONG

THE GOVERNORS OF THE UNIVERSITY OF CALGARY
(the "Head Lessor")

- and -

[●], in its capacity as Lessee under the Developer Lease
(the "Lessee")

- and -

[●], in its capacity as Condo Corp Lessee under the Developer Lease
(the "Condo Corp Lessee")

WHEREAS:

- A. By a lease dated as of ●, between the Head Lessor and West Campus Development Trust by its trustee West Campus Development Corporation (the "Lessor") (as may be amended from time to time, the "Separate Head Lease"), the Head Lessor leased to the Lessor, as tenant, the lands and premises defined in the Separate Head Lease as the Project Site and the Improvements, upon the terms and conditions set forth in the Separate Head Lease;
- B. The Lessor, the Lessee and the Condo Corp Lessee have entered into a lease (the "Developer Lease") dated the ● day of ●, pursuant to which the Lessor agreed to sublet to the Lessee the Project Site and the Condo Corp Lessee assumed certain obligations relating to the Project Site under the Developer Lease;
- C. The Separate Head Lease contains certain provisions allowing the Head Lessor to re-enter and take possession of the Project Site;
- D. The Head Lessor is obligated to execute and deliver non-disturbance agreements in favour of sublessees of the Lessor pursuant to the provisions of the Separate Head Lease;
- E. This Non-Disturbance Agreement is entered into at the request of the Lessee and the Condo Corp Lessee (collectively, the "Joint Lessee");

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the Joint Lessees to the Head Lessor, the receipt of which is hereby acknowledged and in consideration of the premises hereinafter contained, the parties covenant and agree as follows:

- 1. All capitalized words and phrases not otherwise defined herein have the meanings ascribed thereto in the Separate Head Lease.

2. Upon the Head Lessor terminating the Separate Head Lease, the Joint Lessees agree that, upon written demand of the Head Lessor they will, and do hereby agree to attorn to the Head Lessor as sublessor under the Developer Lease subject to the terms and conditions specified herein.
3. Upon the Head Lessor terminating the Separate Head Lease, but subject always to the Joint Lessees complying with their obligations pursuant to Section 2 hereof, and subject to any modifications or amendment referred to in Section 7 hereof, provided that the representations and warranties set out in Section 5 hereof are true and correct at and as of the date of termination of the Separate Head Lease and with the same effect as if made at and as of the date of termination of the Separate Head Lease, so long as the Joint Lessees are not then in material default under the Developer Lease and subject to the other provisions of this Non-Disturbance Agreement, the Head Lessor will accept and acknowledge the attornment of the Joint Lessees under the Developer Lease and permit the Joint Lessees to continue in quiet possession of the Subleased Premises under the Developer Sublease throughout the remainder of the term of the Developer Sublease and any renewals thereof, without interruption or disturbance from the Head Lessor or any person claiming by, through or under the Head Lessor, subject to the following:
 - (a) the Head Lessor shall not be or become liable to remedy any default of the Lessor under the Developer Sublease which occurs or commences prior to the termination of the Separate Head Lease and the attornment by the Joint Lessees to the Head Lessor pursuant to Section 2 hereof;
 - (b) the Head Lessor shall not be or become liable for any breach of any representation or warranty given by the Lessor in respect of the Subleased Premises;
 - (c) the attornment of the Joint Lessees to the Head Lessor shall be in respect of the Developer Sublease and, except as set out in Section 7 hereof, the Head Lessor shall not be required to acknowledge nor shall the Head Lessor be bound by any modifications or amendments to the Developer Sublease made between the date of execution of this Non-Disturbance Agreement and the date of termination of the Separate Head Lease, and the Joint Lessees shall be bound to the Head Lessor as sublessor under the Developer Lease as if such modifications or amendments to the Developer Lease which have not been approved by the Head Lessor pursuant to Section 7 hereof had not been made; and
 - (d) the Head Lessor shall not be required to acknowledge any deposit by way of security or otherwise given by the Joint Lessees to the Lessor in respect of any obligation of the Joint Lessees arising during the period of time after the attornment of the Joint Lessees to the Head Lessor as sublessor under the Developer Lease, except to the extent that such deposit or other security shall have been paid to the Head Lessor and accepted by the Head Lessor as sublessor under the Developer Lease.
4. Save and except as hereinafter provided, from and including the date the Joint Lessees attorn to the Head Lessor as sublessor under the Developer Lease, the Head Lessor will

be bound as sublessor under the terms and conditions of the Developer Lease; provided that the Head Lessor shall not be or become liable to remedy any default by the Lessor under the Developer Lease which occurs or arises prior to the termination of the Separate Head Lease and the attornment by the Joint Lessees to the Head Lessor.

5. The Joint Lessees represent and warrant that, as of the date hereof:
 - (a) the Developer Lease has been duly executed and delivered by the Joint Lessees;
 - (b) the Developer Lease constitutes the whole of the legal relationship between the Joint Lessees and the Lessor in relation to the subletting of the Leased Premises;
 - (c) the Joint Lessees are not in material default of their covenants or obligations under the Developer Lease and no notice of default has been served on the Joint Lessees in respect of any outstanding claim by the Lessor or the Head Lessor; and
 - (d) the Developer Lease has not been modified or amended.
6. The Joint Lessees acknowledge that the Head Lessor is relying upon the Joint Lessees' representations and warranties set out in Section 5 hereof and will forthwith provide notice to the Head Lessor if any of the representations or warranties are no longer true together with sufficient details giving rise to matters affecting the veracity of the representations and warranties set out in Section 5 hereof.
7. The Head Lessor shall acknowledge and upon attornment by the Joint Lessees shall be bound by modifications of or amendments to the Developer Lease made between the date of execution of this Non-Disturbance Agreement and the date of termination of the Separate Head Lease, provided that:
 - (a) a fully executed copy of such modifications or amendments has been provided to the Head Lessor;
 - (b) the Developer Lease as modified or amended complies with Sections 16.01(b)(i) to and including 16.01(b)(iii) of the Separate Head Lease;
 - (c) such modifications or amendments are acceptable to the Head Lessor, acting reasonably; and
 - (d) such modifications or amendments have been acknowledged by the Head Lessor, either by a separate written instrument or by an amendment to this Non-Disturbance Agreement or by a new non-disturbance agreement.
8. The rights under this Non-Disturbance Agreement shall not, in any way, alter, affect or prejudice any of the rights or remedies available to the Head Lessor against the Lessor.
9. The Joint Lessees may not assign this Non-Disturbance Agreement in whole or in part except to an assignee pursuant to an assignment of the Joint Lessees' interest under the

Developer Lease which is permitted pursuant to the Developer Lease. The Joint Lessees agree that they will not assign the Developer Lease in whole or in part without requiring such assignee to agree with the Joint Lessees and the Head Lessor to assume and to perform all of the Joint Lessees' covenants, obligations and agreements under this Non-Disturbance Agreement in the same manner and to the same extent as if originally named as a party to this Non-Disturbance Agreement. An assignee to whom the Joint Lessees have assigned this Non-Disturbance Agreement and the Developer Lease and who has agreed to assume and to perform all of the Joint Lessees' covenants, obligations and agreements under this Non-Disturbance Agreement as set out in this Section 9 is a permitted assignee for the purposes of Section 11 hereof. The Joint Lessees shall forthwith provide to the Head Lessor an executed copy of any assignment of the Developer Lease and of any assignment of this Non-Disturbance Agreement. The Joint Lessees shall not otherwise assign this Non-Disturbance Agreement under any circumstances and any such purported assignment of this Non-Disturbance Agreement by the Joint Lessees shall be void.

10. The Head Lessor covenants and agrees with the Joint Lessees that it shall not sell, mortgage or otherwise dispose of the Project Lands or the Improvements or any part or parts thereof except to a purchaser or mortgagee which shall, before such sale, mortgage or disposition, shall enter into an agreement with the Joint Lessees pursuant to which such purchaser assumes, or such mortgagee agrees to assume upon any realization of its mortgage of the Project Lands, the obligations of the Head Lessor under this Agreement.
11. It is agreed between the parties hereto that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
12. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect its right thereafter to enforce such provision, nor shall the waiver by either party of any breach of any covenant, condition or proviso hereof be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.
13. Time is of the essence of this Agreement.
14. Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (in this Section 14, a "Notice") to be given under or in connection with this Non-Disturbance Agreement shall be in writing and shall be given by personal delivery or electronic transmission addressed or sent as set out below or to such other address or electronic mail address as may from time to time be the subject of a Notice:

Head Lessor: University of Calgary
AD100, 2500 University Drive NW
Calgary, Alberta T2N 1N4

Attention: Vice President (Facilities)

Email: bbecker@ucalgary.ca

with a copy to:

University of Calgary
Legal Services, Administration Building
2500 University Drive NW
Calgary, Alberta T2N 1N4

Attention: Karen Jackson, General Counsel
Email: kjackson@ucalgary.ca

Lessee:

[●]

Attention: [●]
Email: [●]

Condo Corp Lessee

[●]

Attention: [●]
Email: [●]

Any Notice shall be deemed to have been validly and effectively given and received on the date it was personally delivered to the current address for Notices pursuant to this Section 14 or on the date it was received at the then current electronic mail address for Notices pursuant to this Section 14, if sent by electronic transmission.

- 15. This Non-Disturbance Agreement may be executed and delivered in counterpart and all such counterparts taken together shall constitute one and the same instrument. This Non-Disturbance Agreement may be executed and delivered by electronic transmission of a pdf file.

IN WITNESS WHEREOF the Head Lessor, the Lessee and the Condo Corp Lessee have executed this Non-Disturbance Agreement as of the date first above written.

**THE GOVERNORS OF THE
UNIVERSITY OF CALGARY**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[●], in its capacity as Lessee

Per: _____

Name:

Title:

Per: _____

Name:

Title:

[●], in its capacity as Condo Corp Lessee

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE "D"
INSURANCE

1. Insurance – During Construction

During construction on a Project Site, the Condo Corp Lessee must provide and maintain or caused to be provided and maintained, at no expense to the Lessor, the following types of insurance with respect to the construction of Improvements on the Project Site:

- (a) "All Risks" Course of Construction - This policy will cover loss or damage to all property located on the site of the Improvements and used in the construction of the Improvements, excluding equipment owned or leased by any consultants, subconsultants, contractors or subcontractors of any tier, but including (i) temporary works; (ii) construction buildings and supplies; (iii) property that becomes part of the completed Improvements; and (iv) property while awaiting tests and during testing and commissioning and will contain a waiver of subrogation in favour of the insureds, warranty and professional liability excluded.

This policy will be written with a limit of the full insurable value of the Project subject to sublimits applicable to property in transit within North America or while temporarily stored at offsite locations in North America.

This insurance shall be maintained continuously from the commencement of the construction of any Improvements on the Project Site until the date of Substantial Completion of the construction of the Improvements or until property insurance for the Improvements is put into effect pursuant to the provisions of this Section 2 of this Schedule "D", whichever is later.

- (b) Construction Wrap-up Liability - This policy will have a limit of liability of not less than ten million dollars (\$10,000,000) per occurrence and, with respect to products and completed operations, not less than ten million dollars (\$10,000,000) annually in the aggregate. The Condo Corp Lessee shall provide written notice to the Lessor, with sufficient details, of the proposed Improvements to be constructed by the Lessee. The Lessor may require a higher minimum policy limit during construction of an Improvement, if the Lessor, having regard to the location of the proposed Improvement, the timing and methods to be used to construct the proposed Improvement and any other matters a prudent landlord, in similar circumstances, would be reasonably likely to consider, deems that the risk is higher for the construction of such Improvement and shall notify the Condo Corp Lessee of the required minimum policy limit within ten (10) Business Days of receipt of the written notice from the Condo Corp Lessee. The policy will cover activities relating directly to the Improvements and shall include, but not be limited to, coverage for the following: (i) premises and operations; (ii) bodily injury, including death, personal injury and property damage, including loss of use thereof, arising out of any operations in connection with the construction of the Improvements; (iii) broad form property damage; (iv) owner's and contractor's protective

liability; (v) products and completed operations, including an extension of 36 months following the date of Substantial Completion of the construction of the Improvements; (vi) blanket written contractual liability; (vii) contractors, sub-contractors, project and construction managers, architects, engineers and consultants (excluding professional liability) as additional insureds; (viii) employees as additional insureds; (ix) non-owned automobile; and (x) on-hook liability if the construction of the Improvements involves the mechanical hoisting of objects, materials or equipment; and will contain a cross liability and severability of interest clause. It is understood and agreed that the Lessor will not waive subrogation for any loss or damage to the Lessor's property and therefore the insurance described in this Section 1(b) of this Schedule "D" is required to respond to the Lessor's damaged property as though the Lessor were a third party.

- (c) The Lessor shall be included as an additional insured under the construction wrap-up liability insurance required by Section 1(b) and as a loss payee as its interest may appear under the "all risks" course of construction insurance required by Section 1(a) of this Schedule "D". The proceeds of insurance which may become payable under any policy of property insurance effected pursuant to this Section 1 of this Schedule "D" shall be payable to the Lessor, the Lessee or the Leasehold Mortgagee as their interests may appear, and shall be available to finance repair and reconstruction.
- (d) Professional Liability Insurance – This policy will have a limit of liability of not less than five million dollars (\$5,000,000) per occurrence. The Lessor may require a higher minimum policy limit for any Lessee during construction of any Improvements, if it deems that the risk is higher for the construction of a particular Improvement. This policy will cover all professional consultants or sub-consultants and their activities relating to the construction of the Improvements.
- (e) With respect to deductibles related to any losses incurred for insurance provided pursuant to this Section 1 of this Schedule "D", such deductibles and related costs shall not be at the cost of the Lessor.
- (f) The policies described in this Section 1 of this Schedule "D" will be placed and maintained with financially responsible insurers licensed in the Province of Alberta with an A.M. Best rating of not less than A- and will contain further terms and conditions as determined by the Lessee in its sole discretion.

2. Insurance - Following Construction

At all times during the Term, other than during construction of any Improvements on the Project Site (during which the insurance requirements of Section 1 of this Schedule "D" will apply), the Condo Corp Lessee must provide and maintain or cause to be provided and maintained, at no expense to the Lessor, the following insurance with respect to the Improvements and the Project Site, which will be placed with financially responsible insurers licensed in the Province of Alberta with an A.M. Best rating of not less than A-:

- (a) Property Insurance – covering the full replacement value of the Improvements.
- (b) Boiler and Machinery Insurance - protecting the Lessor and the Condo Corp Lessee during the Term in respect of all boilers and such other pressure vessels, water heaters and similar equipment including, without limitation, associated piping. Such insurance shall include coverage for loss or damage caused by rupture of steam pipes.

3. Commercial General Liability

At all times during the Term (whether during the construction of Improvements or otherwise), the Condo Corp Lessee shall provide and maintain commercial general liability insurance with respect to the Project Site and the Improvements. Such insurance will be placed with financially responsible insurers licensed in the Province of Alberta with an A.M. Best rating of not less than A-. This insurance shall include coverage for claims for bodily injury (including death), personal injury and property damage (including, without limitation, claims for consequential loss and loss of use), arising out of the use and occupation of the Project Site and the Improvements. Such insurance shall list the Lessor as a named insured and the other Lessor Indemnified Parties as additional insureds. This policy shall include limits of not less than ten million dollars (\$10,000,000) per occurrence or such other limits which are requested by the Lessor from time to time. Such insurance shall be at no expense to the Lessor.

4. Environmental Liability Insurance

Commencing with the first construction of Improvements on the Project Site and at all times thereafter, the Condo Corp Lessee shall provide and maintain environmental liability insurance with respect to the Project Site and the Improvements. Such insurance will be placed with financially responsible insurers licensed in the Province of Alberta with an A.M. Best rating of not less than A-. This insurance shall include, but is not limited to, coverage for claims for pollution legal liability and remediation costs (including claims for consequential loss and loss of use), arising out of the use and occupation of the Project Site and the Improvements. Such insurance shall list the Lessor Indemnified Parties as additional insureds and include limits of not less than five million dollars (\$5,000,000) per occurrence or such other limits which are requested by the Lessor from time to time. Such insurance shall be at no expense to the Lessor.

5. Deductible Amounts

Any of the policies of insurance referred to in Sections 1 to and including 4 of this Schedule "D" may, with the approval of the Lessor, which approval shall not be unreasonably withheld or delayed, provide that the amount payable in the event of any loss shall be reduced by a deductible amount, such amount to be designated by the Condo Corp Lessee and approved by the Lessor, such approval not to be unreasonably withheld or delayed, and the Condo Corp Lessee shall be a co-insurer to the extent of the amount so deducted from the insurance monies paid in the event of any loss, and such amount shall for the purpose of Section 9, be included as part of the insurance monies payable and paid.

6. Co-Insurance Clauses

If any of the policies of insurance referred to in Section 2(a) and 2(b) of Schedule "D" shall contain any co-insurance clauses, the Condo Corp Lessee shall maintain at all times a sufficient amount of insurance to meet the requirements of such co-insurance clause so as to prevent the Lessor or the Condo Corp Lessee from becoming a co-insurer under the terms of such policy or policies and to permit full recovery in the event of loss.

7. Identity of Insured and Subrogation

Any and all policies of insurance referred to in this Schedule "D" shall:

- (a) contain a waiver of subrogation clause to the effect that any release from liability entered into by the Condo Corp Lessee prior to any loss, shall not affect the right of the Lessor or the Leasehold Mortgagee to recover; and
- (b) contain a provision or shall bear an endorsement that the insurer will not cancel such policy or make any material reduction in coverage without first giving the Lessor and the Leasehold Mortgagee at least sixty (60) days' notice in writing of its intention to cancel or materially reduce the coverage; and
- (c) contain a provision or shall bear an endorsement that the insurer will provide the Lessor and the Leasehold Mortgagee notice of any change of the coverage within sixty (60) days of such change.

8. Release of Lessor Indemnified Parties

The Joint Lessees hereby release the Lessor Indemnified Parties from any and all liability for loss or damage caused by any of the perils against which the Joint Lessees shall have insured or pursuant to the terms of this Lease is obligated to insure the Project Site and the Improvements, or any part or parts thereof, and the Joint Lessees hereby covenants to indemnify, defend and save harmless the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, reasonable legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever relating to such loss or damage. The indemnity in this Section 8 of Schedule "D" shall survive any termination or expiration of this Lease.

9. Payment of Loss Under Insurance Policies

- (a) The proceeds of insurance which may become payable under any policy of property insurance or boiler and machinery insurance effected pursuant to Section 1 or 2 of this Schedule "D" shall be paid to the order of the Lessor, the Lessee, the Condo Corp Lessee and the Leasehold Mortgagee, as their respective interests may appear.
- (b) Subject to Article 9 of this Lease, the Lessor and the Condo Corp Lessee agree that the Leasehold Mortgagee shall use such insurance monies for the

restoration, reconstruction or replacement of the loss or damage in respect of which such insurance monies are payable hereunder against certificates of the Architect engaged by the Condo Corp Lessee or such other Person as the Lessor and the Condo Corp Lessee may agree upon who is in charge of such restoration, reconstruction or replacement. Should the Condo Corp Lessee fail to effect the restoration, reconstruction or replacement of the loss or damage in respect of which the insurance monies are payable, without unreasonable delay, the Lessor shall be entitled to effect such restoration, reconstruction or replacement and the Leasehold Mortgagee shall pay or cause to be paid to the Lessor such insurance monies in the same manner as the Leasehold Mortgagee would have done had the Lessee effected such restoration, reconstruction or replacement.

10. Workers' Compensation Coverage and *Occupational Health and Safety Act*

At all times during the Term, the Joint Lessees shall at its own expense provide and maintain or cause its contractor or contractors to provide and maintain and pay for, full workers' compensation coverage in respect of all workers, employees, servants and others engaged in or upon any work on the Project Site or the Improvements. The Joint Lessees shall immediately notify the Lessor of any dispute involving third parties which may arise in connection with the obtaining and maintaining of workers' compensation coverage required hereby if such dispute results in the requisite coverage not being in place, and the Joint Lessees shall take all reasonable steps to ensure the resolution of such dispute forthwith. At all times the Lessee and the Joint Lessees shall indemnify, defend and save harmless the Lessor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, reasonable legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever which the Lessor may incur or suffer as a result of any default by the Joint Lessees of its obligations under this Section 10 to Schedule "D". The indemnity in this Section 10 to Schedule "D" shall survive any termination or expiration of this Lease. The Joint Lessees shall further ensure that no amount of such workers' compensation coverage is left unpaid so as to create a lien on the Project Site or the Improvements. If the workers' compensation coverage required by this Section 10 to Schedule "D" is not in place prior to commencement of construction of the Improvements the Lessor shall be entitled to have recourse to the remedies of the Lessor specified in this Lease or at law or equity.

The Joint Lessees acknowledge that either they, or their contractors, shall be the prime contractor for the purposes of the *Occupational Health and Safety Act (Alberta)* as the same may be amended from time to time and any successor legislation in respect thereof.

11. Payment of Insurance Premiums

The Condo Corp Lessee shall pay or cause to be paid all of the premiums under the policies of insurance referred to in this Schedule "D" as they become due and payable and in default of payment by the Condo Corp Lessee, the Lessor may pay the same and add the amount so paid to the Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Additional Rent as Rent in arrears.

12. Copies of Insurance Policies

The Condo Corp Lessee shall upon the commencement and annually thereafter provide the Lessor with certificates of insurance evidencing the insurance required under Sections 1 to and including 4 of this Schedule "D". The Lessee shall also provide the Lessor with certificates of insurance evidencing the insurance required in Section 1 on request. The Condo Corp Lessee shall provide, upon the Lessor's request, certified true copies of any or all policies of insurance referred to in this Schedule "D", accompanied by evidence satisfactory to the Lessor that the premiums thereon have been paid.

13. Insurance May be Maintained by Lessor

The Condo Corp Lessee agrees that should the Condo Corp Lessee at any time during the Term fail to insure or keep insured the Improvements against risks of loss or damage as required in accordance with this Schedule "D", or fail to maintain liability insurance against claims for injury, death or property damage or loss as required in accordance with this to Schedule "D", then in any of such events, the Lessor, although not obliged to do so, may obtain and maintain such insurance in such amount or amounts with such deductible amounts and for such period or periods of time as the Lessor deems advisable or the Lessor may put in place an owner controlled insurance program in such amount or amounts with such deductible amounts and for such period or periods of time as the Lessor deems advisable.

In the event of the Lessor pays for, or obtains and maintains any insurance pursuant to this Section 13 to Schedule "D":

- (a) the Joint Lessees shall pay to the Lessor, as Additional Rent, the costs of obtaining and maintaining such insurance within thirty (30) days after receipt of any invoice from the Lessor;
- (b) the Lessor shall submit to the Condo Corp Lessee a properly documented certificate of insurance evidencing such insurance;
- (c) the Lessor shall provide, upon request of the Condo Corp Lessee, copies of such insurance to the Condo Corp Lessee; and
- (d) such insurance shall name the Lessor and the Condo Corp Lessee as named insureds and any Leasehold Mortgagee as an additional insured, as their interests may appear.

14. Appointment of Insurance Trustee

- (a) At any time during the Term, either the Condo Corp Lessee or the Lessor may designate an Insurance Trustee by notice to the other Party and such other Party (acting reasonably) shall either approve or disapprove of the Insurance Trustee so designated within thirty (30) days after such notice. In the event that the other Party shall not give notice to the Party designating the Insurance Trustee disapproving the Insurance Trustee so designated within such period of thirty (30) days, the other Party shall be conclusively deemed to have approved such

Insurance Trustee. If such notice of disapproval is given by the other Party to the Party designating the Insurance Trustee within such thirty (30) day period, the Party designating the Insurance Trustee may designate another Insurance Trustee and the procedure of approval shall again apply. The Insurance Trustee shall also be subject to the approval of the insurers then providing the policies of insurance set forth in this Schedule "D". Upon an Insurance Trustee being appointed pursuant to this Section 14, the Head Lessor, the Lessor, the Lessee, the Insurance Trustee, and any Leasehold Mortgagee shall enter into an insurance trust agreement consistent with the provision of Sections 15 and 16 of this Schedule "D".

- (b) In the event that an insurance trustee has been appointed pursuant to the Separate Head Lease, such insurance trustee shall be appointed as the insurance trustee for the purposes of this Lease and the Insurance Trust Agreement.

15. Loss Payable

- (a) If an Insurance Trustee has been appointed pursuant to Section 14 of this Schedule "D", the Condo Corp Lessee shall cause any and all policies of insurance provided for in Sections 1 and 2 of this Schedule "D" to be written in the joint names of the Head Lessor, the Lessor, any Leasehold Mortgagee which may require to be so named with loss payable in respect of any damage or destruction of the property of the insureds thereunder to the Insurance Trustee, subject always to the disposition of such proceeds in accordance with the provisions of this Section 15 of Schedule "D".
- (b) If an Insurance Trustee has been appointed pursuant to Section 14 of this Schedule "D", the Lessor and the Condo Corp Lessee will cause the insurance monies payable in respect of any damage or destruction of such property to be payable to the Insurance Trustee and will deal with the policies of insurance in such a manner as to enable such insurance monies to be collected by the Insurance Trustee, and from time to time will do, sign, execute and endorse all transfers, assignments, cheques, loss claims, receipts, writings and things necessary or desirable for such purpose, and for such purpose the Parties irrevocably appoint the Insurance Trustee their attorney to do, sign, execute and endorse all such transfers, assignments, cheques, loss claims, receipts, writings and things in the names of the Parties as appropriate and on their behalf as the Insurance Trustee may deem necessary or desirable, provided that the Insurance Trustee first agrees with the Parties to deal with such insurance monies in accordance with Section 9 of this Schedule "D".
- (c) If no Insurance Trustee has been appointed pursuant to Section 14 of this Schedule "D", and until an Insurance Trustee has been appointed, such insurance proceeds shall be payable to the Leasehold Mortgagee first in priority with respect to such proceeds (or if there is no such Leasehold Mortgagee, to the Lessor) as trustee for the Head Lessor, the Lessor, the Condo Corp Lessee, and such Leasehold Mortgagee, to be held and disbursed by such Leasehold Mortgagee (or the Lessor) in accordance with the provisions of this Section 15 to

Schedule "D". The Lessor and Condo Corp Lessee agree to cause such proceeds to be made so payable or otherwise to deal with such policies of insurance in such manner so as to enable such proceeds to be collected by such Leasehold Mortgagee, or by the Lessor, if there is no Leasehold Mortgagee and from time to time shall do all things necessary for the purposes aforesaid.

16. Distribution of Insurance Proceeds by the Trustee

Where damage or destruction occurs which is wholly or partly covered by insurance, the Insurance Trustee to whom proceeds of insurance shall have been paid pursuant to Section 15(b) of this Schedule "D", or if there is no Insurance Trustee, the Leasehold Mortgagee or Lessor to whom proceeds shall have been paid pursuant to Section 15 of this Schedule "D" (in each such case, for the purposes of this Section 16 of this Schedule "D", the "Trustee") shall receive and hold such insurance proceeds in trust for the Head Lessor, the Lessor, the Condo Corp Lessee, and each Leasehold Mortgagee, as their interests appear, and shall disburse such insurance proceeds as follows:

- (a) where insurance proceeds under any insurance policy with regard to property damage or destruction become payable in an amount not exceeding \$500,000.00, the Trustee shall pay the insurance proceeds to the Condo Corp Lessee who shall not be required to comply with any of the formalities of this Section 16 of this Schedule "D" in connection therewith, provided that such insurance proceeds be used by the Condo Corp Lessee to repair the said property damage or destruction;
- (b) where insurance proceeds under any insurance policy with respect to property damage or destruction becomes payable in an amount exceeding \$500,000.00, the Trustee shall release such proceeds in instalments, upon the request of the Condo Corp Lessee, for the purpose of reimbursing the Condo Corp Lessee for the costs of repairing, reconstructing or replacing, as the case may be, the property damaged or destroyed but subject to the further requirements of this Section 16 of this Schedule "D";
- (c) before any contract is entered into by the Condo Corp Lessee or the Lessee for the carrying out of any work pursuant to Section 16(b) of this Schedule "D", copies of the estimates for any work and the contracts for the completion of the work shall be submitted to the Trustee and it shall distribute such copies to such of the Head Lessor, the Lessor and, the Leasehold Mortgagee;
- (d) any progress payments to be made under this Section 16 of Schedule "D" by the Trustee to the Condo Corp Lessee shall not be made without the auditor, engineer or Architect retained in respect of the repair, reconstruction or restoration (as may in each case be appropriate in the circumstances) certifying the estimated amount required to complete the work at the date of the certificate of such auditor, engineer or Architect, the amount claimed by individual contractors at that date, the amount owing on work already done, and the amount of any payments made at that date for work already done, and indicating the work already done and to be completed, and the Trustee shall be

required to retain in its hands at the date of any payment an amount sufficient to pay the estimated outstanding cost of completion, even though that has the effect that the payment made becomes less than the amount certified to be due;

- (e) in making any payment under this Section 16 to Schedule "D" the Trustee shall have regard to the *Builders' Lien Act* (Alberta) and shall retain within its control, for the period specified in such Act, the amount of any hold-back required thereunder;
- (f) the fees and expenses of the Trustee shall be paid out of the moneys held by the Trustee and if there are insufficient funds held by the Trustee to pay its fees and expenses the same shall be paid by the Condo Corp Lessee;
- (g) in case of any dispute as to the terms of any contract or the amount of any estimate, or any matter relating to the actual work of repair, reconstruction or replacement, such dispute shall be decided by a quantity surveyor or other qualified professional person appointed by the Trustee whose decision shall be final;
- (h) in case of any dispute as to the terms of this Section 16 to Schedule "D" apart from those referred to in Section 16(g) to this Schedule "D" such dispute shall be the subject of the dispute resolution process set forth in Article 20;
- (i) the Trustee shall, upon receipt of reasonable evidence that all work has been completed and paid for in full and that there is no outstanding lien claim, release to the Condo Corp Lessee any insurance proceeds then remaining and in possession or under the control of the Trustee;
- (j) the Lessor shall, with reference to any insurance proceeds held by the Trustee, stand in the place of the Condo Corp Lessee (and, accordingly, the Lessor shall be entitled to receive all insurance proceeds or instalments thereof to which the Condo Corp Lessee would otherwise have been entitled with respect to any particular repairs and reconstructions in accordance with this Lease) if the Condo Corp Lessee defaults in making such repairs or reconstructions following any property damage or destruction. The rights of the Lessor under this subsection are conditional upon the Lessor having complied with any applicable requirements of a Tripartite Agreement and having exercised its rights under this Lease to cure or attempt to cure such default (but without any obligation to do so or continue to do so) by performing such repairs or reconstructions, and such rights shall continue only while the Lessor is diligently proceeding to do so in compliance with this Lease. In addition to all other indemnities provided for herein the Lessor shall be entitled to be reimbursed by the Condo Corp Lessee for all its costs and expenses so incurred (to the extent not reimbursed to them out of insurance proceeds as aforesaid) and this right shall survive any termination or expiration of this Lease; and
- (k) if at the end of five (5) years following the occurrence of any property damage or destruction the Trustee is holding or is entitled to payment of (subject only to

any conditions imposed by the insurer or insurers relating to the commencement or completion of the work or otherwise relating to payment and settlement) any insurance proceeds, and the repair and reconstruction thereof has not been commenced and thereafter diligently proceeded with (subject to unavoidable delays in proceeding therewith as provided for in Section 10.01 of this Lease), the Leasehold Mortgagee may require the Trustee to pay over or assign (as the case may be) to it all insurance proceeds or entitlement thereto held by the Trustee, and the Trustee shall comply with such requirement but shall be entitled to deduct any of its outstanding fees and disbursements as provided by Section 16(f) of this Schedule "D", and shall be released from any further responsibility or further accounting with respect thereto.

17. Changes to Insurance Policies

In addition to the rights of the Lessor to require additional insurance coverage as provided for herein, on the fifth (5th) anniversary from the Commencement Date, and on each five (5) year anniversary thereafter the Lessor, having regard to the insurance coverage which would be maintained by a prudent landlord, in similar circumstances, with respect to property substantially similar to the Project Site and the Improvements may require changes be made to the insurance policies provided for herein including without limitation, the form of coverage and limits of such insurance. The Lessor will advise the Lessee in writing of any required changes and the Lessee shall provide written evidence of such changes to the insurance policies within thirty (30) days of receipt of such written notice.

SCHEDULE "E"
APPROVED DEVELOPMENT PLAN

[See attached]

SCHEDULE "F"
FORM OF TRIPARTITE AGREEMENTS

Part 1 – Developer Tripartite Agreement

[See attached]

TRIPARTITE AGREEMENT

THIS AGREEMENT made effective as of the ● day of ●, ●.

AMONG:

[●], in its capacity as the Lessee under the Developer Lease
and [●], in its capacity as the Condo Corp Lessee under the
Developer Lease
(collectively, the "Joint Lessees")

AND:

[●]
(the "Leasehold Mortgagee")

AND:

**WEST CAMPUS DEVELOPMENT TRUST, by its trustee WEST
CAMPUS DEVELOPMENT CORPORATION**
(the "Lessor")

WHEREAS by an amended and restated lease dated as of ●, between The Governors of the University of Calgary (the "Head Lessor"), and the Lessor (as may be amended from time to time, the "Separate Head Lease"), the Head Lessor leased to the Lessor, as tenant, the lands and premises defined in the Separate Head Lease as the Project Site and the Improvements, upon the terms and conditions set forth in the Separate Head Lease;

AND WHEREAS pursuant to the Developer Lease (hereinafter defined) the Lessor granted a lease of the Project Site (hereinafter defined) and the Improvements (as defined in the Developer Lease) to the Joint Lessees;

AND WHEREAS pursuant to a commitment letter dated ● as same may be amended, supplemented, restated, modified, extended or renewed from time to time (the "Loan Agreement") the Lessee agreed, *inter alia*, to mortgage and charge, pursuant to the Security (hereinafter defined), to and in favour of the Leasehold Mortgagee, the Joint Lessees' interest in the Developer Lease, its interest in the Project and the rents and subleases with respect to the Project, all to the extent and in the manner set forth in the Loan Agreement;

AND WHEREAS the Lessor, the Joint Lessees and the Leasehold Mortgagee wish to enter into this Agreement to set out their respective rights and obligations in the event of default by the Joint Lessees in the observance and performance by it of any of its obligations under the Developer Lease or the Leasehold Mortgage;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the sum of one Dollar (\$1.00) now paid by each of the Leasehold

Mortgagee, the Lessor and the Joint Lessees to the others (the receipt and sufficiency of which is hereby acknowledged by each of the parties):

1. Definitions

1.1. The following terms used in this Agreement shall have the meanings set forth below:

“**Business Day**” means any day which is not a Saturday, Sunday or a statutory holiday in the Province of Alberta and “**Business Days**” shall have a corresponding meaning.

“**Collateral**” has the meaning set forth in the Loan Agreement.

“**Developer Lease**” means the sublease dated ●, ● between the Lessor and the Joint Lessees with respect to the Project Site.

“**Leasehold Mortgage**” means the mortgage of the Developer Lease and of the leasehold interest in the Project Site and the Improvements dated ● granted by the Joint Lessees in favour of the Leasehold Mortgagee.

“**Project Site**” means those lands legally described in Appendix “I” hereto.

“**Security**” means the Leasehold Mortgage and all other security granted by the Lessee in favour of the Leasehold Mortgagee pursuant to the provisions of the Loan Agreement, as described in Appendix II.

1.2. Capitalized terms which are not defined herein shall have the meanings assigned to them in the Developer Lease.

2. Consent and Acknowledgement

2.1. The Lessor hereby consents to the granting of the Security and, subject to the terms of this Agreement, the exercise of remedies thereunder and acknowledges that all consent and approval requirements in the Developer Lease relating to the Leasehold Mortgage and this Agreement have been complied with or waived as of the date hereof, but:

- (a) this consent shall not be deemed to waive or modify in any respect any of the rights of the Joint Lessees or the Lessor under the Developer Lease or to relieve the Joint Lessees or the Lessor from the observance and performance of any and all of its respective covenants, conditions and agreements under the Developer Lease; and
- (b) except as hereinafter provided, no assignment, sub-letting or parting with possession of the Project Site and the Improvements or any part thereof by the Leasehold Mortgagee or its agent shall be made without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

3. Representations and Warranties of the Lessor

3.1. The Lessor represents and warrants to the Joint Lessees and to the Leasehold Mortgagee that:

- (a) the Lessor has the authority and capacity to enter into this Agreement, to provide all consents and acknowledgements contemplated herein, and to fulfil all of its obligations hereunder;
- (b) the Developer Lease is unmodified and, at the date hereof, valid and in full force and effect or if there have been modifications that the same are valid and in full force and effect as modified;
- (c) subject to Section 3.2, the Lessor has, at the date hereof, no charge, lien, claim or set-off under the Developer Lease or otherwise against the Joint Lessees or the Project Site and the Improvements, and the Project Site, the Improvements or any part thereof has not been leased by the Lessor to any Person other than the Joint Lessees;
- (d) to the knowledge of the Lessor, without having conducted any searches or made any particular enquiries, the Lessor is not aware of any default on the part of the Joint Lessees of any of its covenants under the Developer Lease;
- (e) to the knowledge of the Lessor, without having conducted any searches or made any particular enquiries, the Lessor has not received any notice from the Joint Lessees or any other Person of any mortgage, lien or charge granted by the Joint Lessees over the Developer Lease, the Project Site, the Improvements or the Collateral; and
- (f) the Lessor is the current lessor under the Developer Lease and, the Lessor has not assigned or transferred its interest in the Developer Lease to any other Person nor has it mortgaged, encumbered or otherwise subjected its interest in the Developer Lease to the lien of any security instrument which has priority over the rights of the Lessee under the Developer Lease.

3.2. The Lessor covenants and agrees, at any time and from time to time, upon not less than ten (10) days' prior request by the Leasehold Mortgagee, to execute, acknowledge and deliver to the Leasehold Mortgagee a statement in writing certifying the content of Section 3.1 hereof. If the Lessor has knowledge or information prior to delivery of the statement requested by the Leasehold Mortgagee herein, of matters then existing which affect the contents of the statement to be delivered hereunder, the statement of the Lessor to be delivered pursuant to this Section 3.2 shall reflect such knowledge or information.

4. Lessor's Covenants Not to Amend Developer Lease

4.1. The Lessor covenants and agrees with the Leasehold Mortgagee that the Lessor:

- (a) will not accept a surrender of the Developer Lease, in whole or in part, without the prior written consent of the Leasehold Mortgagee, not to be unreasonably withheld or delayed; and
- (b) will not agree to any modification or amendment to the Developer Lease:
 - (i) without giving the Leasehold Mortgagee seven (7) days' prior written notice thereof; and
 - (ii) if such modification or amendment may materially adversely affect the Security, without the prior written consent of the Leasehold Mortgagee, such consent not to be unreasonably withheld (provided that if the Leasehold Mortgagee has neither provided its consent nor advised the Lessor in writing, within ten (10) days of receipt of a request from the Lessor for its consent, that it will not provide its consent, the Leasehold Mortgagee will be deemed to have consented to the modification or amendment).

5. Joint Lessees' Acknowledgement

- 5.1. The Joint Lessees acknowledge and represent to the Leasehold Mortgagee that they have entered into possession of the Project Site and the Improvements pursuant to the terms of the Developer Lease.

6. Rights of Leasehold Mortgagee

- 6.1. Subject to the terms of this Agreement, the Leasehold Mortgagee may enforce the Security and acquire title to the leasehold estate in the Project Site and Improvements in any lawful way and, by its representative or by a receiver, as the case may be, take possession of and manage the Project Site and the Improvements and upon foreclosure of the Leasehold Mortgage may sell or assign such leasehold estate and the purchaser or assignee of the leasehold estate shall be liable to perform the obligations imposed upon the Joint Lessees under the Developer Lease.

7. Notice to and Remedies of Leasehold Mortgagee

- 7.1. No re-entry, termination, acceptance of surrender, disclaimer or forfeiture of the Developer Lease by the Lessor or by a receiver, interim receiver, receiver-manager, liquidator, custodian or trustee shall be valid against the Leasehold Mortgagee unless the Lessor shall first have given to the Leasehold Mortgagee notice of the default entitling the Lessor to re-enter, terminate or forfeit the Developer Lease specifying the nature of that default and stating the Lessor's intention to take such proceedings and requiring the Leasehold Mortgagee:
 - (a) if the default is the failure to pay Rent, to cure the default specified in the notice within a period of ten (10) days from the date of receipt of that notice by the Leasehold Mortgagee;

- (b) if the default is other than the failure to pay Rent and if the default can reasonably be cured, to the satisfaction of the Lessor, acting reasonably, within a period of sixty (60) days, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Lessor, acting reasonably, within such sixty (60) day period; or
- (c) if the default is other than the failure to pay Rent and if the default cannot reasonably be cured, to the satisfaction of the Lessor, acting reasonably, within a period of sixty (60) days, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Lessor, acting reasonably;

and the Lessor hereby grants the Leasehold Mortgagee access to the Project Site and the Improvements for that purpose.

- 7.2. In the exercise of the Leasehold Mortgagee's rights set forth in Sections 7.1 and 7.6 hereof the Leasehold Mortgagee, its representatives, agents and any interim receiver, receiver-manager, liquidator, custodian or trustee appointed by the Leasehold Mortgagee in respect of the Security, shall indemnify the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, reasonable legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from the exercise of the Leasehold Mortgagee's rights herein (which indemnity shall survive any termination or expiration of this Agreement), provided that there shall be no indemnification hereunder with respect to any damages, losses or costs that the Lessor sustains as a result of it not being able to: 7.2.a.i.1. terminate the Developer Lease and thereby being able to lease the Project Site to a third party on more favourable terms and conditions than those contained in the Developer Lease, or 7.2.a.i.2. otherwise deal with the Project Site as a result of such termination of the Developer Lease, except in each case to the extent attributable to the wilful misconduct of the Leasehold Mortgagee, its representatives, agents and interim receiver, receiver-manager, liquidator, custodian or trustee appointed by the Leasehold Mortgagee in respect of the Security.
- 7.3. If the default is not cured within the period specified in Sections 18.01(a)(i)(A), 18.01(a)(i)(B) or 18.01(a)(i)(C) of the Developer Lease or if the default is one that requires longer than the time to cure, as contemplated in Section 18.01(a)(i)(B) or 18.01(a)(i)(C) of the Developer Lease, as the case may be, and the Joint Lessees are not diligently prosecuting the rectification of such default, all to the satisfaction of the Lessor, acting reasonably, the Leasehold Mortgagee shall be entitled but is not obligated to become lessee of the Project Site and the Improvements for the balance of the Term remaining as at the date of the notice of default to the Joint Lessees, provided that the Leasehold Mortgagee attorns as lessee to the Lessor and undertakes to be bound by and to perform the covenants and agreements of the Joint

Lessees under the Developer Lease for so long as it remains lessee and has not assigned the balance of the Term.

- 7.4. In the event the Leasehold Mortgagee commences foreclosure proceedings against the Joint Lessees, whether or not the Joint Lessees are in default of the performance of their covenants and agreements with the Lessor under the Developer Lease at the time such foreclosure proceedings are commenced, the Lessor shall not re-enter, terminate or forfeit the Developer Lease after the commencement of such foreclosure proceedings on the grounds of any default entitling the Lessor to re-enter, terminate or forfeit the Developer Lease if the Leasehold Mortgagee:
- (a) shall first have given to the Lessor notice of the foreclosure proceedings;
 - (b) is actively prosecuting the foreclosure proceedings without undue delay;
 - (c) cures all defaults of the Joint Lessees under this Lease, to the satisfaction of the Lessor, acting reasonably, within a period of sixty (60) days (except for a default comprised of the failure to pay Rent, which must be cured within ten (10) days of receipt of notice thereof) from the date of receipt of notice from the Lessor specifying the nature of the default, or if the default is other than the failure to pay Rent and if such default cannot reasonably be cured within such sixty (60) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Lessor, acting reasonably; and
 - (d) performs and observes all of the Joint Lessees' covenants and agreements under the Developer Lease.
- 7.5. In the event that the Leasehold Mortgagee acquires title to the Joint Lessees' interest in the Project Site and the Improvements pursuant to the foreclosure proceedings described in Section 7.4, the Leasehold Mortgagee shall thereupon become subrogated to the rights of the Lessee under the Developer Lease, provided it attorns to the Lessor as lessee and undertakes to be bound by and to perform the Joint Lessees' covenants and agreements contained in the Developer Lease for so long as it remains lessee and has not assigned the balance of the Term.
- 7.6. If the Developer Lease shall be subject to termination or forfeiture pursuant to Article 17 of the Developer Lease by reason of an Event of Insolvency of the Lessee, the Lessor shall give to the Leasehold Mortgagee notice of the Event of Insolvency of the Joint Lessees entitling the Lessor to terminate or forfeit the Developer Lease and stating the Lessor's intention to take such proceedings and requiring the Leasehold Mortgagee to cure any other default of the Joint Lessees and the Joint Lessees' other defaults shall be deemed to have been sufficiently cured if the Leasehold Mortgagee:
- (a) commences foreclosure proceedings against the Joint Lessees as more particularly set out in Section 7.4;

- (b) takes possession and control of the Project Site and the Improvements, or causes a receiver to be appointed under the terms of the Leasehold Mortgage or by a court of competent jurisdiction, who takes possession and control of the Project Site and the Improvements, and the Lessor hereby grants the Leasehold Mortgagee or such receiver access to the Project Site and the Improvements for that purpose;
- (c) cures every such default, to the satisfaction of the Lessor, acting reasonably, within a period of sixty (60) days (except for a default comprised of the failure to pay Rent which must be cured within ten (10) days of receipt of such notice) from the date of receipt by the Leasehold Mortgagee of the notice from the Lessor of the Event of Insolvency of the Joint Lessees, or if such default or defaults are other than the failure to pay Rent and if such default or defaults cannot reasonably be cured within such sixty (60) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or defaults, to the satisfaction of the Lessor, acting reasonably; and
- (d) attorns as lessee to the Lessor and undertakes to be bound by and to perform the Joint Lessees 'covenants and agreements contained in the Developer Lease for so long as it remains lessee and has not assigned the balance of the Term.

7.7. The Leasehold Mortgagee shall accept the payment by the Lessor of all amounts due and payable under the Leasehold Mortgage and the partial or complete prepayment of all amounts owing by the Joint Lessees to the Leasehold Mortgage in accordance with the provisions of the Leasehold Mortgage.

7.8. Any re-entry, termination or forfeiture of the Developer Lease made in accordance with the provisions of the Project Site as against the Joint Lessees shall be valid and effectual against the Lessee even though made subject to the rights of any Leasehold Mortgagee to cure any default of the Joint Lessees and to continue as lessee under the Developer Lease.

7.9. No entry upon the Project Site or into the Improvements by the Leasehold Mortgagee pursuant to this Section 7 for the purpose of curing any default or defaults of the Joint Lessees shall release or impair the continuing obligations of the Joint Lessees.

8. Replacement Lease

8.1. If the Lessor shall become entitled to terminate the Developer Lease by re-entry, forfeiture or otherwise on account of any breach or non-performance by the Joint Lessees, then prior to doing so the Lessor shall give written notice to the Leasehold Mortgagee of the Lessor's intention to terminate the Developer Lease accompanied by particulars of the nature and extent of the default upon which the Lessor relies, and the Lessor agrees that upon request of the Leasehold Mortgagee being made in writing within thirty (30) days from the date of service by the Lessor upon the

Leasehold Mortgagee of notice of final termination of the Developer Lease, the Lessor shall promptly provide, at the expense of the Leasehold Mortgagee, a replacement lease in the name of the Leasehold Mortgagee or its nominee (provided such nominee is an Approved Lender), as lessee, and the Lessor, as lessor, (a "**Replacement Lease**") thereunder for the balance of the then unexpired Term, at the same Rent and otherwise upon the same terms and including the same covenants, provisos, agreements and conditions as are contained in the Developer Lease, subject to the same condition of the Lessor's title as the Joint Lessees' interest under the Developer Lease on the date of execution hereof (and no other liens, charges, claims, interests or conditions), and subject to the rights and obligations, if any, of any Occupants then in possession of the Project Site and the Improvements under valid subleases (on the basis that such subleases shall accrue to the benefit of and be binding upon the holder of the Replacement Lease); provided, however, that the Lessor's obligation to grant such Replacement Lease is conditional upon:

- (a) the Lessor being paid all Rent due and owing under the Developer Lease (other than damages payable by the Joint Lessees to the date of the Replacement Lease); and
- (b) the Leasehold Mortgagee having cured all defaults (other than Events of Insolvency or any other default which by its nature cannot be remedied by the Leasehold Mortgagee) in the performance of the Joint Lessees' covenants, conditions or agreements under the Developer Lease existing up to the date of such Replacement Lease.

9. Incurable Defaults

- 9.1. In the case of a default by the Joint Lessees which by its nature cannot be cured by the Leasehold Mortgagee ("**Incurable Defaults**"), the Lessor, at the request of the Leasehold Mortgagee, shall not terminate the Developer Lease on the basis of such default, provided that the Leasehold Mortgagee promptly commences and diligently prosecutes to completion foreclosure proceedings, or acquires the Joint Lessees' leasehold estate by assignment (or otherwise) in lieu of foreclosure and provided further that the Leasehold Mortgagee (including any sublessee, assignee or transferee of the Leasehold Mortgagee) shall not be required to remedy a default by the Joint Lessees under the Developer Lease which by its nature is not capable of being performed by the Leasehold Mortgagee or any sublessee, assignee or transferee of the Leasehold Mortgagee.

10. Rights and Personal Property Collateral

- 10.1. The Lessor hereby acknowledges that the Leasehold Mortgagee has been granted a security interest in and to the Collateral and may from time to time be entitled to pursue certain remedies with respect thereto as provided in the Security.
- 10.2. Notwithstanding that the Developer Lease may be in default, the Lessor hereby agrees to grant the Leasehold Mortgagee, its agents or a receiver appointed pursuant to the Security such reasonable access to the Project Site and the Improvements as

the Leasehold Mortgagee, its agent or such receiver may require for the purposes of inspecting the Collateral in accordance with the Security or exercising any remedies to which the Leasehold Mortgagee, its agent or such receiver may be entitled with respect to Collateral; provided always that the Leasehold Mortgagee agrees with the Lessor that Collateral which constitutes Improvements shall not be dealt with by the Leasehold Mortgagee, its agent or receiver other than concurrently with any dealing with the Joint Lessees' leasehold interest in the Project Site.

- 10.3. The Lessor hereby agrees that it will not exercise any rights of distress upon the Collateral which does not constitute Improvements or any other comparable rights of seizure or claims of ownership which it may be entitled to from time to time with respect to the Collateral which does not constitute Improvements without the prior written consent of the Leasehold Mortgagee. Following the occurrence of an event of default under the Security, the Leasehold Mortgagee (or a duly appointed receiver) may, by written notice to the Lessor, request that the Lessor deliver up any Collateral which does not constitute Improvements in its possession to the Leasehold Mortgagee (or the receiver) and the Lessor agrees to do so as soon as reasonably practicable following receipt of such notice.

11. Limitation on Liability

- 11.1. Except as expressly provided herein, nothing in this Agreement shall be construed so as to render the Leasehold Mortgagee or its agents liable for the performance of any of the covenants, conditions or agreements of the Joint Lessees under the Developer Lease unless the Leasehold Mortgagee or its agent has either become a Leasehold Mortgagee in possession of the Project Site and the Improvements or the owner of the Lessee's interest under the Developer Lease or received a Replacement Lease pursuant to Section 8 and, in such case the Leasehold Mortgagee or its agents shall be liable only for such period of time as it is or was a Leasehold Mortgagee in possession of the Project Site and the Improvements or holds or held a Replacement Lease pursuant to Section 8. For clarification, if the Leasehold Mortgagee abandons possession of the Project Site and the Improvements prior to entering into a Replacement Lease, the Leasehold Mortgagee will not be liable to the Lessor for further payments of Rent or the performance of any obligations of the Joint Lessees under the Developer Lease other than for any amounts owing or obligations incurred by the Leasehold Mortgagee under the Developer Lease prior to such time.

12. Assignment

- 12.1. The Lessor covenants and agrees with the Leasehold Mortgagee that it shall not assign its interest in the Separate Head Lease except to an assignee or mortgagee which shall before such assignment enter into an agreement with the Joint Lessees and the Leasehold Mortgagee pursuant to which such assignee assumes, or such mortgagee agrees to assume upon any realization of its mortgage of the Project Site and the Improvements, the obligations of the Lessor under this Agreement.
- 12.2. The Leasehold Mortgagee may assign the Leasehold Mortgage or any of its interest therein, provided the assignee thereof first enters into a tri-party agreement with the

Lessor and the Joint Lessees on the same terms and conditions and in the same form as this Agreement. Upon such assignment, the Leasehold Mortgagee shall be released by the Lessor from all future obligations under the Developer Lease, but shall not be released from any liability and shall remain liable to the Lessor in respect of any and all obligations under the Developer Lease and this Agreement arising prior to the date of assignment.

12.3. Upon the request of the Leasehold Mortgage, the Lessor will consent to an assignment of the Lease by the Joint Lessees or by the Leasehold Mortgagee as attorney of the Lessee to either the Leasehold Mortgagee or its nominee (such nominee being subject to the provisions of Section 12.2 above) and the Lessor further agrees that such consent shall be given notwithstanding that the Lessee is in default of the Lease; provided that the Lessor's obligation to grant such consent is conditional upon:

(a) the Lessor being paid moneys which would have been lawfully due and owing under the Lease (other than damages payable by the Joint Lessees to the date of the assignment or sublease); and

(b) all defaults (other than Incurable Defaults) in the performance of the Joint Lessees' covenants, condition or agreements under the Lease having been cured.

13. Insurance

13.1. The Lessor and the Lessee covenant and agree with the Leasehold Mortgagee that during the existence of the Leasehold Mortgage, any and all insurance policies obtained by the Lessee, or in default of the Lessee then by the Lessor under the terms of the Developer Lease, shall be obtained and maintained and all proceeds related thereto shall be held and disbursed pursuant to the provisions of the Developer Lease.

14. Right to Perform

14.1. The Lessor grants unto the Leasehold Mortgagee the privilege of performing any of the Joint Lessees' covenants under the Developer Lease or of curing any default by the Joint Lessees thereunder or of exercising, for the benefit of the Joint Lessees, any election, option or privilege conferred upon the Joint Lessees by the terms of the Developer Lease but no such performance, cure or exercise shall be deemed to constitute an assignment of the Lessee's rights under the Developer Lease or constitute the Leasehold Mortgagee as a mortgagee in possession.

14.2. The Leasehold Mortgagee grants unto the Lessor the privilege of performing any of the Joint Lessees' covenants under the Loan Agreement or the Security or of curing any default by the Joint Lessees thereunder (including, without limitation, the right to pay or pre-pay any outstanding amounts of principal and interest under the Loan Agreement or the Security), but no such performance or cure shall be deemed to constitute an assumption of the Joint Lessees' obligation under the Loan Agreement,

the Security or the Leasehold Mortgage. The Leasehold Mortgagee and the Joint Lessees agree that the Lessor may pay all outstanding principal and interest under the Loan Agreement or the Security and upon such payment may request a discharge or a transfer of the same. The Leasehold Mortgagee and the Joint Lessees agree to execute all documents and do all things reasonably required to effect such discharge or transfer.

15. Registration

- 15.1. The Lessor and the Joint Lessees acknowledge to and agree with the Leasehold Mortgagee that the Leasehold Mortgagee shall be entitled to file with the Registrar of Alberta Land Titles in the Province of Alberta, a caveat relating to this Agreement against the title of the Developer Lease.

16. Matters in Dispute

- 16.1. If the Joint Lessees and the Lessor cannot agree as to any matter regarding the Developer Lease and the matter is to be determined by arbitration pursuant to Section 20.02 of the Developer Lease, the Leasehold Mortgagee shall be given adequate notice of such arbitration and if in the reasonable opinion of the Leasehold Mortgagee, such arbitration may affect its Security, the Leasehold Mortgagee shall be given a reasonable opportunity by the Lessee and the Lessor to participate in the arbitration.

17. Delays in Foreclosure Proceedings

- 17.1. If the Leasehold Mortgagee shall have fully cured any default in the payment of any Rent under the Developer Lease and shall continue to pay currently any Rent as and when the same falls due then if the Leasehold Mortgagee is prohibited, by any process or injunction issued by any court by reason of any action by any court having jurisdiction over any proceeding involving the Joint Lessees, from commencing or prosecuting foreclosure or other appropriate proceedings of the nature thereof or from obtaining possession of the Project Site and the Improvements, then the time specified in Section 7 of this Agreement for commencing or prosecuting such foreclosure or other proceedings or for curing defaults other than payment of Rent under the Developer Lease shall be extended for the period of such prohibition or injunction.

18. Curing by Leasehold Mortgagee

- 18.1. If the Leasehold Mortgagee has cured all defaults of which the Leasehold Mortgagee has received notice from the Lessor under Section 7 of this Agreement, then it shall be entitled to permit the Joint Lessees to continue as lessee of the Project Site and the Improvements unless the Leasehold Mortgagee has acquired the right, title and interest of the Joint Lessees in the Project Site and the Improvements under the Developer Lease, in which case the provisions of Section 7.5 hereof shall apply.

19. Notice

19.1. Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (in this Section 19.1, a "Notice") to be given under or in connection with this Tripartite Agreement shall be in writing and shall be given by personal delivery or by electronic mail addressed or sent as set out below or to such other address or electronic mail address as may from time to time be the subject of a Notice:

Joint Lessees: [●]

Attention: [●]

Email: [●]

Lessor: West Campus Development Trust
Alastair Ross Technology Centre
110A, 3553 31 Street NW
Calgary, Alberta T2L 2K7

Attention: James Robertson, President and CEO

Email: jrobertson@wcdt.ca

with a copy to: Stikeman Elliott LLP
4300 Bankers Hall West
888 – 3rd Street SW
Calgary, Alberta T2P 5C5

Attention: L. Greg Plater

Email: gplater@stikeman.com

Leasehold Mortgagee: [●]

Attention: [●]

Email: [●]

Any Notice shall be deemed to have been validly and effectively given and received on the date it was personally delivered to the then current address for Notices pursuant to this Section 19.1 or on the date it was received at the then current electronic mail address for Notices pursuant to this Section 19.1, if sent by electronic transmission.

20. Termination of Agreement

20.1. This Agreement shall be deemed to terminate and be of no further force and effect and the obligations, if any, of the Leasehold Mortgagee under the Developer Lease and Joint Lessees shall cease and be of no further force and effect (other than obligations, if any, of the Leasehold Mortgage to the Lessor which have arisen under this Agreement or the Developer Lease at the time of termination, which shall obligations shall survive termination), at such time as the Leasehold Mortgage has been paid in full, has been terminated or released in accordance with the terms and conditions therein contained, or has been released or discharged from the Project Site

or the Leasehold Mortgagee has assigned the balance of the Term; unless, having obtained a final order in foreclosure proceedings against the Joint Lessees, the Leasehold Mortgagee elects otherwise to continue this Agreement in full force and effect and to be bound as Joint Lessees under the Developer Lease.

21. Enurement

- 21.1. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto, and their respective successors and permitted assigns.

22. Execution

22.1. This Agreement may be executed and delivered in counterpart and all such counterparts taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission of a pdf file.

IN WITNESS WHEREOF the Lessee, the Leasehold Mortgagee and the Lessor have executed this Tripartite Agreement as of the date first above written.

[LESSEE]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

**WEST CAMPUS DEVELOPMENT TRUST,
by its trustee WEST CAMPUS
DEVELOPMENT CORPORATION**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[LEASEHOLD MORTGAGEE]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

APPENDIX "I"
PROJECT SITE LEGAL DESCRIPTION

[To be completed]

APPENDIX "II"
SECURITY

[To be completed]

SCHEDULE "F"
FORM OF TRIPARTITE AGREEMENTS

Part 2 – Condominium Unit Tripartite Agreement

[See attached]

THIS AGREEMENT made the _____ day of _____, 2____

AMONG:

●
(hereinafter called the "Condominium Owner")

OF THE FIRST PART

AND:

●
(hereinafter called the "Mortgagee")

OF THE SECOND PART

AND:

WEST CAMPUS DEVELOPMENT TRUST, by its trustee WEST
CAMPUS DEVELOPMENT CORPORATION
(hereinafter called the "Trust")

OF THE THIRD PART

WHEREAS:

- A. By an amended and restated lease dated as of [●] (as may be amended from time to time, the "Separate Head Lease") between The Governors of the University of Calgary (the "Head Lessor") and the Trust, the Head Lessor, as lessor, leased to the Trust, as lessee, upon the terms and conditions set forth in the Separate Head Lease, those lands and premises legally described as follows (the "Project Site"):

[insert legal description]

- B. Pursuant to a sublease dated as of [●] (as may be amended from time to time, the "Developer Lease") the Trust, as sublessor, granted a sublease of the Project Site to [name of the Developer] (the "Developer"), in its capacity as the Lessee and to the Developer, in its capacity as the Condo Corp Lessee;
- C. The Project Site has been subdivided into condominium units by the deposit of a subleasehold condominium plan in the Land Titles Office in accordance with the provisions of the *Condominium Property Act* (Alberta) and the *Land Titles Act* (Alberta);
- D. The deposit of the subleasehold condominium plan converted the Developer Lease into an individual sublease in the name of the Developer, in respect of the interest of the Condominium Owner in Condominium Unit (as herein defined) including its share in the common property, at a rent premium or other consideration, and subject to the applicable terms and conditions contained in the Developer Lease and to the provisions of the *Condominium Property Act* (Alberta) and the regulations thereto;

- E. [●] has assigned its interest in [insert Condominium Unit legal description] (hereinafter called the “Condominium Unit”), and its interest in the Developer Lease to the extent applicable to the Condominium Unit (the “Unit Lease”) to the Condominium Owner;
- F. By an indenture of mortgage (hereinafter called the “Mortgage”) made [●], between the Condominium Owner, as mortgagor, and the Mortgagee, and registered in the Land Titles Office under No. [●], the Condominium Owner did demise and assign by way of mortgage unto the Mortgagee all of the Condominium Owner’s right, title and interest in the Condominium Unit under the Unit Lease to secure a loan in the sum of [●]; and
- G. The Mortgagee is a “Leasehold Mortgagee”, as defined under Section 1.1 of the Unit Lease and desires to have every opportunity to protect its interest and security;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the sum of One Dollar (\$1.00) now paid by each of the Mortgagee, the Trust and the Condominium Owner to the others (the receipt of which is hereby acknowledged by each of the parties):

1. The Trust covenants and agrees with the Mortgagee that the Trust:
 - (a) will not accept a surrender of the Unit Lease, in whole or in part, without the prior written consent of the Mortgagee, not to be unreasonably withheld; and
 - (b) will not agree to any modification or amendment to the Unit Lease:
 - (i) which may adversely affect the Mortgagee’s security without the prior written consent of the Mortgagee, such consent not to be unreasonably withheld (provided that if, the Mortgagee has neither provided its consent nor advised the Trust in writing within forty-five (45) days of receipt of a request from the Trust for its consent, that it will not provide its consent, the Mortgagee will be deemed to have consented to the modification or amendment), or
 - (ii) which does not materially adversely affect the Mortgagee’s security without giving the Mortgagee seven (7) days prior written notice.
2. The Condominium Owner acknowledges and represents to the Mortgagee that it has entered into possession of the Condominium Unit pursuant to the terms of the Unit Lease.
3. No re-entry, termination, acceptance of surrender, disclaimer or forfeiture of the Unit Lease by the Trust or by a receiver, interim receiver, receiver-manager, liquidator, custodian or trustee shall be valid against the Mortgagee unless the Trust shall first have given to the Mortgagee notice of the default entitling the Trust to re-enter, terminate or forfeit the Unit Lease specifying the nature of that default and stating the Trust’s intention to take such proceedings and requiring the Mortgagee:

- (a) if the default is the failure to pay Rent, to cure the default specified in the notice within a period of ten (10) days from the date of receipt of that notice by the Mortgagee;
- (b) if the default is other than the failure to pay Rent and if the default can reasonably be cured, to the satisfaction of the Trust, acting reasonably, within a period of sixty (60) days, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Trust, acting reasonably, within such sixty (60) day period; or
- (c) if the default is other than the failure to pay Rent and if the default cannot reasonably be cured, to the satisfaction of the Trust, acting reasonably, within a period of sixty (60) days, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Trust, acting reasonably;

and the Trust hereby grants the Mortgagee access to the Project Site and the Improvements for that purpose.

4. The Trust and the Condominium Owner mutually covenant and agree, at any time and from time to time, upon not less than thirty (30) days prior request by the Mortgagee, to execute, acknowledge and deliver to the Mortgagee a statement in writing certifying that:
 - (a) the Unit Lease is unmodified and in full force and effect or if there have been modifications that same is in full force and effect as modified and identifying the modifications;
 - (b) the dates to which the rent and other charges payable under the Unit Lease have been paid, provided that the request specifies with particulars the charges in respect of which such information is required; and
 - (c) to the best of the knowledge of the maker of the statement, without having conducted any searches or made any particular enquiries, the other party to the Unit Lease is not in default under the provisions of the Unit Lease, or, if in default, the particulars thereof.
5. If the Mortgagee acquires title to the Condominium Owner's interest in the Condominium Unit, the Mortgagee covenants and agrees to attorn as subtenant under the Unit Lease pursuant to the terms thereof for so long as it remains subtenant and has not assigned the balance of the Term and hereby acknowledges that it has had the opportunity to read the Unit Lease and upon attorning as subtenant under the Unit Lease shall adopt the covenants and agreements of the Unit Lease on the part of the Condominium Owner to be performed and observed as though such provisions were incorporated in and formed a part of this agreement provided that the provisions of this Section 5 shall not limit or affect the Trust's rights to re-enter, seek an order for sale, terminate or forfeit the Unit Lease if the Mortgagee fails to comply with the requirements of this Agreement. If the Mortgagee complies with the requirements of this

Section 5, the Mortgagee shall be given and afforded the right, privileges and benefits of the Condominium Owner under the Unit Lease.

6. If the Mortgagee shall have fully cured any default in the payment of any Rent or any other amount required to be paid by the Condominium Owner under the Unit Lease and shall continue to pay currently such monetary obligations as and when the same fall due then if the Mortgagee is prohibited, by any process or injunction issued by any court by reason of any action by any court having jurisdiction over any proceeding involving the Condominium Owner, from commencing or prosecuting foreclosure or other appropriate proceedings of the nature thereof or from obtaining possession of the Condominium Unit, then the time specified in the Unit Lease for commencing or prosecuting such foreclosure or other proceedings or for curing defaults other than payment of Rent (as defined in the Unit Lease) or any other amount required to be paid by the Condominium Owner under the Unit Lease shall be extended for the period of such prohibition or injunction.
7. If the Mortgagee has cured all defaults and contingencies of which the Mortgagee has received notice from the Trust, then it shall be entitled to permit the Condominium Owner to continue as tenant of the Condominium Unit unless the Mortgagee has acquired the right, title and interest of the Condominium Owner in the Condominium Unit under the Unit Lease, in which case the provisions of Section 5 hereof shall apply.
8. This Agreement shall be deemed to terminate and be of no further force and effect at such time as the Mortgage has been paid in full or has otherwise been terminated or released in accordance with the terms and conditions contained in the Mortgage.
9. The Mortgagee covenants and agrees that all of the rights of the Mortgagee, whether statutory or at common law, shall be subject to the rights of the Trust under the Unit Lease.
10. The Trust and the Condominium Owner acknowledge to and agree with the Mortgagee that the Mortgagee shall be entitled to file with the Registrar of Alberta Land Titles in the Province of Alberta, a caveat relating to this Agreement against title to the Unit Lease.
11. All capitalized words and phrases not defined herein shall have the meanings ascribed thereto in the Unit Lease.
12. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by)

_____ and)

_____ in the presence)

of:)

Witness Signature)

Condominium Owner: ●

Address)

Occupation)

**WEST CAMPUS DEVELOPMENT TRUST, by
its trustee WEST CAMPUS DEVELOPMENT
CORPORATION**

Per: _____

Per: _____

[LEASEHOLD MORTGAGEE]

Per: _____

Per: _____

SCHEDULE "G"
PERMITTED ENCUMBRANCES

1. The following reservations and exceptions provided for or implied by the *Land Titles Act* (Alberta) (the "Act") including, without limitation:
 - (a) an exception in cases of fraud in which the registered owner of land has participated or colluded shall hold title subject to the estate or interest of an owner claiming the same land under a prior certificate of title granted under the Act or granted under any law heretofore in force and relating to title to real property;
 - (b) the land mentioned in any certificate of title granted under the Act is, by implication and without any special mention therein, subject to:
 - (i) any subsisting reservations or exceptions, including royalties, contained in the original grant of the land from the Crown,
 - (ii) all unpaid taxes, including irrigation and drainage district rates,
 - (iii) any public highway or right of way or other public easement, howsoever created, on, over or in respect of the land,
 - (iv) any right of expropriation that may by statute be vested in any person or corporation or Her Majesty, and
 - (v) any right of way or other easement granted or acquired under any act or law in force in Alberta; and
 - (c) an exception so far as regards any portion of land by wrong description of boundaries or parcels included in the certificate of title and except as against any person claiming under a prior certificate of title granted under the Act or granted under any law heretofore in force relating to titles to real property in respect of the same land.
2. The following Encumbrances:
 - (a) any by-law infractions relating to the Improvements, whether disclosed by any real property report or survey or otherwise;
 - (b) all easements, servitudes, rights-of-way, restrictions and title defects or irregularities existing as at the date of execution of this Lease which are of a minor nature and either individually or in the aggregate do not and will not impair the value, use or marketability of all or a portion of the Project Site or the Improvements situated thereon;
 - (c) unregistered statutory liens not at the time due and delinquent; and

- (d) any unregistered rights, interests and privileges in favour of the Crown under or pursuant to Applicable Laws;
- (e) any Encumbrances required to be registered against title to the Project Site pursuant to this Lease or the Acquisition Agreement or relating to the Subdivision Approval;
- (f) any Encumbrances which the Lessee has the right to register under the form of Developer Lease including, without limitation, any Encumbrance registered as security for the Lessee's obligations relating to a Neighborhood Association;
- (g) any Encumbrances registered by or on behalf of the Lessee or in respect of which the Lessee has given its approval or consent; and
- (h) the following Encumbrances registered (or notice of which is registered) against title to the Project Site:

Registration No.	Document	Date
●		

SCHEDULE "H"
CONDOMINIUM UNIT ASSIGNMENT AGREEMENT

[See attached]

CONDOMINIUM UNIT ASSIGNMENT AGREEMENT

THIS Assignment made the _____ day of _____, _____,

AMONG:

● (the "Vendor")

- and -

● (the "Purchaser")

- and -

**WEST CAMPUS DEVELOPMENT TRUST, by its trustee West
Campus Development Corporation (the "Trust")**

WHEREAS by a sublease dated for reference ● (the "Lease"), and registered in the LTO under registration number ● on the terms and conditions therein contained, the Trust, as sublessor, did demise and sublease to the Vendor, as sublessee, those lands in the Province of Alberta, more particularly known and described as:

[Insert legal description of Project Site]

(the "Project Site");

AND WHEREAS the Project Site and the Improvements thereon have been subdivided into condominium units by the registration of condominium plan ● (the "Condominium Plan") in the LTO in accordance with the provisions of the *Condominium Property Act* (Alberta) and the registrar of the LTO has issued in the name of the Vendor new certificates of subleasehold title for each of the condominium units shown on the Condominium Plan; and

AND WHEREAS the Vendor, at the request of the Purchaser, has agreed to assign to the Purchaser for the sum of \$ _____ the Vendor's interest in:

[Insert legal description of Condominium Unit]

(the "Condominium Unit"),

and its interest in the Lease to the extent applicable to the Condominium Unit (the "Unit Lease") for all the residue now unexpired of the said term of the Unit Lease subject to the rent hereinafter reserved and to the performance and observance of the covenants on the part of the Purchaser, as lessee thereunder, and the conditions contained in the Unit Lease; and

NOW THEREFORE THIS ASSIGNMENT WITNESSETH that in consideration of these presents and other good and valuable consideration paid by each party to the others hereunder, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. **Definitions.** All capitalized terms used herein (including in the recitals) and not otherwise defined shall have the respective meanings ascribed thereto in the Lease.

2. **Assignment.** In consideration of the sum of \$ _____ paid by the Purchaser to the Vendor (the receipt and sufficiency of which is hereby acknowledged by the Vendor), the Vendor hereby assigns to the Purchaser the Vendor's interest in the Condominium Unit and under the Unit Lease, to hold unto the Purchaser for all the residue now unexpired of the Term of the Unit Lease subject to the payment to the Trust of the Rent reserved in the Unit Lease, to the performance and observance of the covenants on the part of the Purchaser, as lessee, to be performed and observed thereunder, and the conditions contained in the Unit Lease, all in so far as the same relate to the Condominium Unit.

3. **Assumption.** The Purchaser covenants with the Vendor and the Trust and each of them that the Purchaser shall during all the residue now unexpired of the Term of the Unit Lease and every renewal thereof perform and observe the covenants on the part of the Purchaser, as lessee, to be performed and observed and the conditions contained in the Unit Lease as fully and effectually as if the Unit Lease contained a separate demise of the Condominium Unit at the Rent referred to in the Unit Lease, if any.

4. **Indemnity and Release.** The Purchaser covenants with the Vendor and the Trust and each of them to indemnify both the Vendor and the Trust and each of them against all actions, suits, costs, expenses, charges, damages, losses, claims and demands for or on account of non-payment of the Rent referred to in the Unit Lease and the non-performance or non-observance of the said covenants and conditions. The Trust hereby acknowledges and agrees that the Vendor shall be released and discharged from any and all of its liabilities and obligations under the Unit Lease as and from the date hereof, except for any liabilities which have accrued prior to the date hereof.

5. **Vendor Assurances.** The Vendor covenants with the Purchaser that the Unit Lease is a valid and subsisting Unit Lease, that the covenants, provisos and conditions thereof on the part of the lessee have been duly performed and observed up to the date hereof, that the Vendor is entitled to grant this assignment, that subject to the payment of the Rent referred to in the Unit Lease and the observance and performance of the covenants and conditions of the Unit Lease, the Purchaser may enjoy the Condominium Unit for all the residue now unexpired of the Term of the Unit Lease and any renewal thereof, without interruption by the Vendor or any Person claiming through the Vendor and that the Vendor and the Trust shall at all times hereafter at the request and cost of the Purchaser, execute such further assurance in respect of this assignment as the Purchaser may reasonably require.

6. **Purchaser Acknowledgement.** The Purchaser acknowledges to the Vendor and the Trust that the Purchaser has had the opportunity to read the contents of the Lease.

7. **Enurement.** It is hereby agreed by the parties hereto that this Assignment shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Assignment.

[VENDOR]

By: _____
Authorized Signatory

By: _____
Authorized Signatory

SIGNED, SEALED AND DELIVERED by)
_____ and in the presence of:)
)
)
)

Signature)

Purchaser

Print Name)

WEST CAMPUS DEVELOPMENT TRUST, by its trustee West Campus Development Corporation

By: _____
Authorized Signatory

By: _____
Authorized Signatory

SCHEDULE "I"
UNIVERSITY DISTRICT GUIDELINES

Part 1 – University District Design Guidelines

[See attached.]

UNIVERSITY DISTRICT DESIGN GUIDELINES



UNIVERSITY DISTRICT DESIGN GUIDELINES

DEVELOPED AND ADMINISTERED BY
THE WEST CAMPUS DEVELOPMENT TRUST

JULY 2015



West Campus
**DEVELOPMENT
TRUST**

West Campus Development Trust
Unit 5, 3500 24 Avenue NW
Calgary, AB T2N 4V5
www.wcdt.ca

CONTENTS

PART 1: INTENT

1.1	Using the Design Guidelines	2
1.2	Design Review Process	5
1.3	Vision and Planning Principles	6
1.4	Urban Design Strategy	7
1.5	The Plan	11
1.5.1	Land-Use Plan	12
1.5.2	The Illustrative Demonstration Plan	13
1.5.3	Site Plan	14

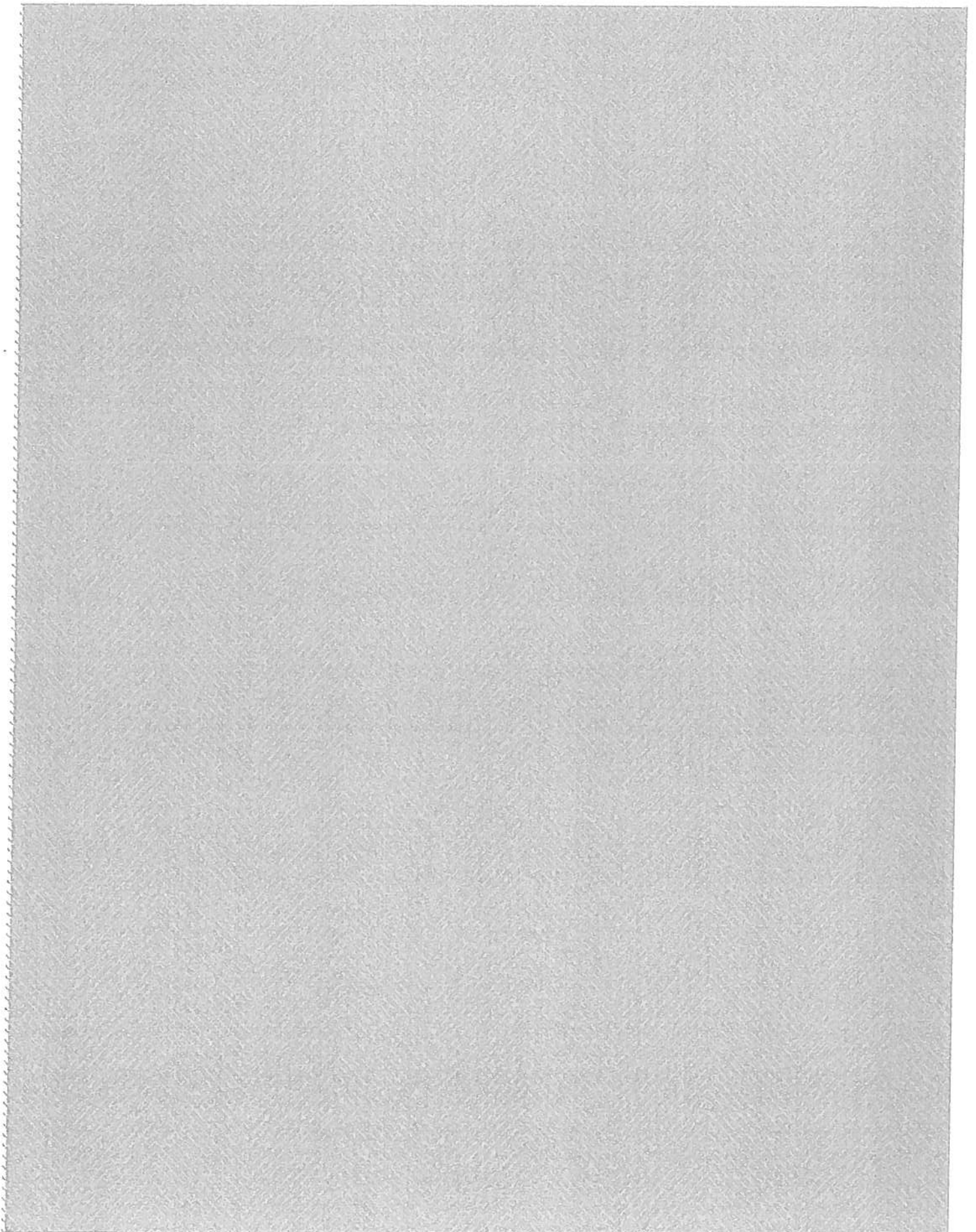
PART 2: DESIGN GUIDELINES

2.1	Building Design Guidelines	17
2.1.1	Intent	18
2.1.2	Use & Activity	19
2.1.3	Building Form	21
2.1.4	Architectural Expression	26
2.1.5	Building Materials	29
2.1.6	Residential Livability	33
2.2	Landscape Design Guidelines	36
2.2.1	Intent	36
2.2.2	General Landscape Character	36
2.2.3	Public Places and Connections	37
2.2.4	Public Realm Interface	39
2.2.5	Landscape Design Elements	40
2.2.6	Private Outdoor Spaces	43

2.3	Signage Design Guidelines	44
2.3.1	Intent	44
2.3.2	Comprehensive Sign Plan	44
2.3.3	Residential Signage	44
2.3.4	Commercial Signage	44
2.4	Green Building Design Guidelines	45
2.4.1	Intent	48
2.4.2	Implementation	48
2.4.3	LEED ND Requirements	49

APPENDIX

Appendix 1	The Direct Control Districts
Appendix 2	Innovation Zone Summary
Appendix 3	LEED ND GIB 17 Credit



PART 1: INTENT

1.1 USING THE DESIGN GUIDELINES

University District has been conceived as a complete community, a place where people can live, work, and play. To contribute to achieving this vision, the Design Guidelines document was created to direct future development through the use of development guidelines intended to set a direction for achieving sustainability as well as a desired design intent for the overall community. These guidelines are to be used in conjunction with existing governing documents, such as the Land Use Bylaw IP2007, the Direct Control District (Appendix 2), the West Campus Outline Plan and Land Use Report, and the South Shaganappi Communities Area Plan.

Guidelines are typically discretionary and a degree of flexibility is inherent in their integration. Some design elements are mandatory to ensure that community objectives are met. For clarity, those design elements which are encouraged will use the instruction "should," "desired," or "encouraged." For those design elements which are mandatory, the instruction "shall," "will," or "is required" is used.

Although majority of design elements identified in this document are guidelines and not considered mandatory requirements, it is WCDT's expectation that applicants will take the guidelines into consideration and incorporate as many as reasonably practicable.

This document is organized into two (2) parts: Parts 1 and 2 apply broadly to the community.

PART 1: INTENT

1.1 INTENT OF GUIDELINES

This section outlines how to use the guidelines and the design review process.

1.2 VISION AND PLANNING PRINCIPLES

This section outlines the overall vision and planning principles for the University District Development, making reference to the Master Plan.

1.3 URBAN DESIGN STRATEGIES

This section outlines the urban design strategies, which provide context and background to the Design Guidelines contained in the body of the document.

PART 2: DESIGN GUIDELINES

2.1 BUILDING DESIGN GUIDELINES

The design guidelines provide general guidance applicable to all of the development blocks throughout University District. They deal with use, building form, architectural expression, and livability.

2.2 LANDSCAPE DESIGN GUIDELINES

The landscape guidelines suggest an appropriate direction for the design of private open spaces in terms of landscape character, private outdoor space, landscape design elements, and sustainable landscape design.

2.3 SIGNAGE DESIGN GUIDELINES

The signage guidelines suggest an appropriate direction for the signage of both residential and mixed-use developments.

2.4 GREEN BUILDING DESIGN GUIDELINES

The green building guidelines set out mandatory sustainable building elements that must be met as a condition of zoning, but administered by the Trust.

Specific elements of each block can be reviewed in Appendix 1: Block Specific Design Criteria.

1.2 DESIGN REVIEW PROCESS

The West Campus Development Trust (WCDD) will review development applications prior to submission to the City of Calgary to ensure they meet the architectural and environmental requirements outlined in this document. Written approval is required from WCDD at each stage before moving to the next step.

To contribute to a constructive and productive review process, WCDD must be engaged early in the design process so that applicants have a clear understanding of the WCDD design expectations. The fundamental objective of the design review process is not to stifle creativity or to limit options, but to help achieve the key tenets of the University District Plan through to the detailed design stage of individual parcels.

WCDD will ensure timely reviews as to not impede the progress of the development application. Applicants will be provided up to two (2) complimentary reviews at Stage 2. If additional reviews are required, they will be to the cost of the applicant. The Applicant shall be responsible for payment to WCDD within thirty (30) days following WCDD's delivery of an invoice to the Applicant for any additional review fees.

It is the Applicant's responsibility to contact WCDD to arrange the review at each of the identified stages described below.

The WCDD review process will occur at three key stages of the design process:

1. PROPOSAL RESPONSE / START-UP

Generally WCDD will be issuing Request for Proposals (RFPs) for the development sites and requesting as part of the response criteria, that developers provide a Concept Plan. The elements requested to be included in each Concept Plan may differ based on each RFP but generally would include the design philosophy, form and massing programs, articulation and style.

WCDD will provide comments on the design as part of this evaluation, if no major changes are requested, the developer will move to the Design Review stage.

In the event that the concept was not evaluated as part of the RFP response, a Start-Up meeting will be required.

The Applicant shall contact WCDD to schedule a Start-Up meeting at the initiation of project design. WCDD and its delegates will meet with the Applicant at the outset of project design to share information with the Applicants and identify any potential issues. To facilitate this process, a Design Review Template (a checklist of items iterated in the Design Guidelines) will be provided for use by the Applicant and for completion and submission at the Design Review Session. The Start-up meeting will allow the project design team to initiate work with a clear understanding of the expectations of the West Campus Development Trust. It should be noted that WCDD is pursuing LEED-ND and Applicants will be required to provide specific documentation on the implementation of certain guidelines. The documentation requirements will be discussed at the start-up meeting.

2. DESIGN REVIEW:

The Design Review stage requires the Applicant to submit information to WCDD for review and approval. This information includes:

- A. Schematic design drawings inclusive of:
 - Site Plan indicating project site and adjacent projects on all boundaries to describe urban connectivity
 - Landscape Plan with hard and soft surface details (including landscape roof plans)
 - All floor plans inclusive of below grade and roof plans
 - Elevations of all building facades
- B. Design Review Template
- C. Perspective rendering from street level
- D. Comprehensive Signage Plan
- E. Sustainability Statement (see 2.4 for details)
- F. Green Building Checklist and associated documentation, including a preliminary Energy Model (summary and output files). See section 2.4 for details
- G. Sample Board

The intent of this review is to determine whether or not the submission is consistent with the guidelines outlined in the Design Guidelines document and reflects the vision for the community. Once all of the above items have been received, the design review team will have five (5) working days to review and prepare for a face to face meeting with the Applicant to discuss the information and any preliminary comments. Depending on the comments made, the Applicant may choose to amend some items of the design for resubmission. WCDD is the final adjudicator of the information provided.

WCDT must provide written approval of the design prior to the applicant's submission to The City of Calgary for a development permit. Once approval is granted, WCDT will provide the Applicant with a letter to include with their development permit submission to the City, indicating the approval of their plans by WCDT.

Applicants should be aware that additional documentation outlined within the Green Building Checklist will be required at project completion. Such additional documentation requirements are indicated in the Green Building Checklist and will be agreed to by the Applicant prior to design approval by WCDT.

The Applicant shall provide to the Trust a full and complete copy of each Development Permit Application and Building Permit Application to the City at the same time as the submission to the City. The Applicant shall also keep WCDT informed, on an ongoing basis, with respect to the status and comments received on the applications.

The Applicant shall provide WCDT with a copy of the approved Development Permit and Building Permit.

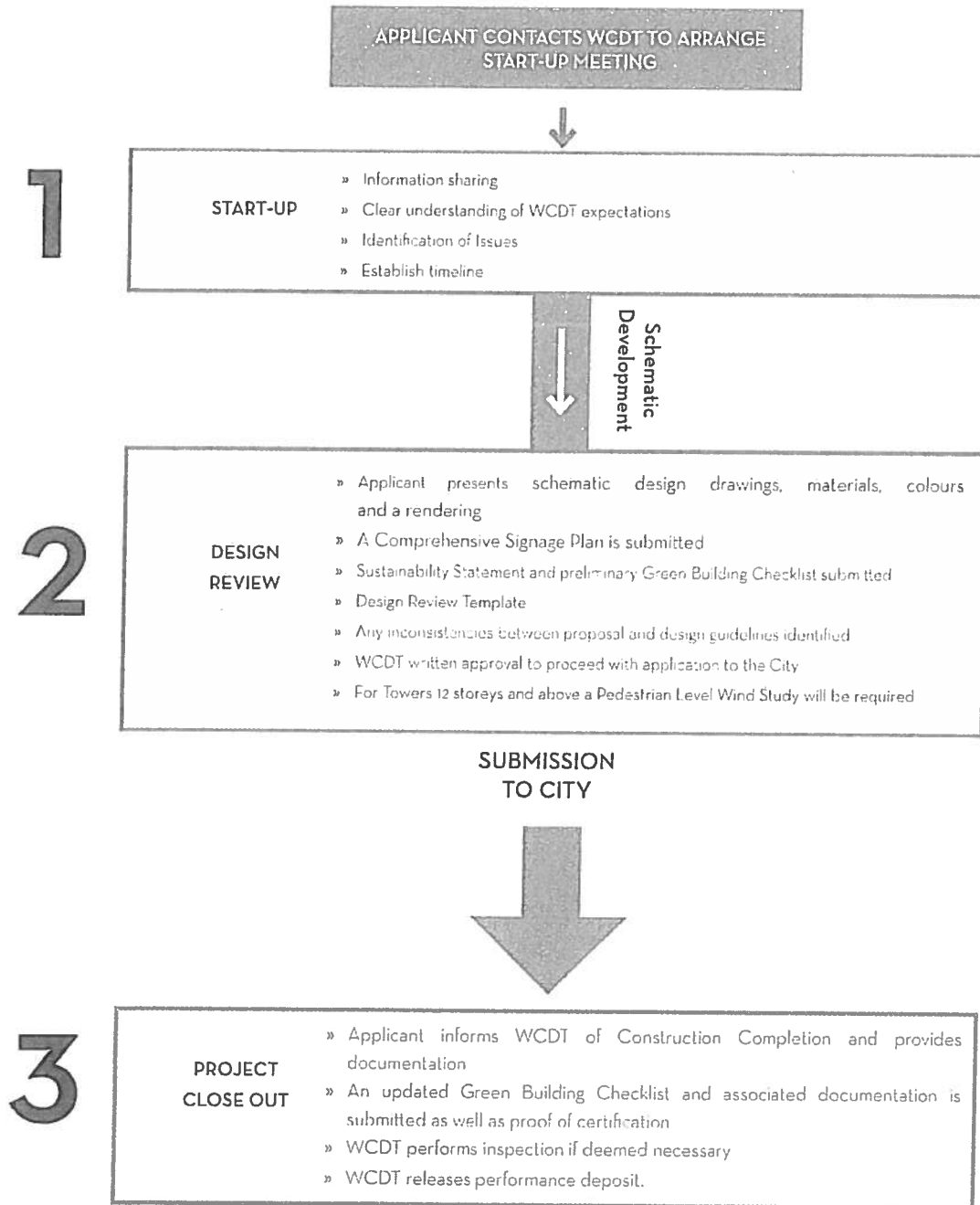
3. CLOSE OUT:

At construction completion, the Applicant will provide WCDT with documentation demonstrating completion of the project as approved by WCDT at the Design Review stage. This documentation could include site photos of the building, landscaping and signage. In addition, an updated Green Building Checklist with associated documentation demonstrating implementation of the mandatory Green Building Design Guidelines should be provided. WCDT reserves the right to complete an inspection to verify the documentation (this would be scheduled between the Applicant and WCDT).

The Applicant must also provide proof of certification as described in Section 2.4.

Upon WCDT's confirmation that the requirements have been met, WCDT will release the retained performance deposit. The collection and details pertaining to the performance deposit will occur through the Developer Sub-Lease Agreement with the Applicant.

DESIGN REVIEW PROCESS DIAGRAM



1.3 VISION AND PLANNING PRINCIPLES

Since it was founded in 1906, the University of Calgary has been a place of learning and advancement. It plays an important role in Calgary's northwest neighbourhoods as a diverse, dynamic, and active place in the city.

The vision for the University District Development is to create a complete, vibrant, and sustainable community that enhances the University experience, while harmonizing with surrounding neighbourhoods. The program will include a mix of residential, retail, office, and community uses. University District will be celebrated as one of Calgary's most livable communities: people will live, work, and play in this neighbourhood, and experience and learn about its sustainable social, economic, and environmental management practices. The new development will respect the site's campus history while being mindful of the needs and aspirations of future generations.

This complete community will pursue its vision through **seven planning principles:**

1. A COMMUNITY AS A DESTINATION

Creating a focal point, a place that brings the University and the community together, a destination for the City of Calgary.

2. A DYNAMIC AND CONNECTED COMMUNITY

Providing a dynamic development with a vital pedestrian environment, efficient multi-modal transportation, and connected open spaces.

3. A SUSTAINABLE AND SOCIAL COMMUNITY

Showing leadership in environmental sustainability and social responsibility by employing known concepts in combination with new ideas.

4. A FINANCIALLY SOUND COMMUNITY

Maximizing financial return to the University including the exploration of opportunities for longer term revenue streams.

5. A UNIVERSITY COMMUNITY

Harmonizing with the University's Eyes High Vision, and with the Main Campus by enhancing the student, staff, and faculty experience.

6. A COMMUNITY BUILT ON PUBLIC ENGAGEMENT

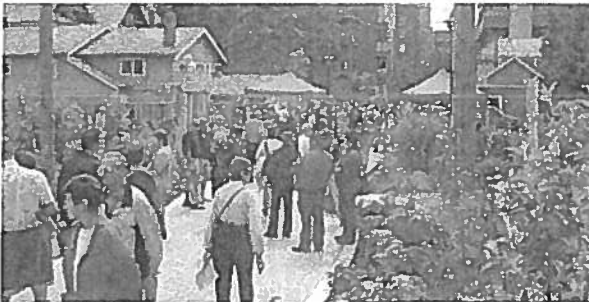
Working with all stakeholders in a transparent and accessible manner by communicating effectively and ensuring opportunities for participation and engagement.

7. A UNIQUE, DIVERSE, AND HEALTHY COMMUNITY

Creating a unique, diverse, and healthy community that embodies Calgary vernacular to create high quality built form and open spaces.

1.4 URBAN DESIGN STRATEGY

A comprehensive Urban Design Strategy as outlined below for University District gives form to the overall street and block plans, and lays the groundwork for the design of individual buildings. The Design Guidelines included in Part 2 of this document reinforce this Urban Design Strategy.



STREETS AS GLUE

Streets form the “glue” that binds a diverse community together. They become outdoor rooms at the ground plane when bounded by appropriately scaled buildings. They contain the landscape that adds the richness of nature to the city. And, they support the day to day activities that make for an active and vibrant community.



A PORCH CULTURE

The concept of a porch culture on the street is derived from the notion that all ground level street facing dwelling units have direct access from the fronting streets. It is also critical from a street security standpoint to have eyes and ears on the street.



A PUBLIC GROUND FLOOR

Placing public-oriented uses on the ground floor increases the social experience and diversity in the community. Uses like retail, studios, and home offices animate the ground floor and provide useful services to residents.

COMMUNITY MEETING PLACES

An important place in a neighbourhood occurs at the intersection of streets. This is a point of high interaction amongst people where they arrange to meet, or simply bump into each other. Small public plazas, bordered by uses like retail, cafes, community facilities, and main building entries, will facilitate these meeting places.



ACTIVE RETAIL STREET

University District is the major east west corridor connecting the community to the University campus. It is the retail core for residents, visitors, and students alike. Therefore, it has the highest order in the hierarchy of streets containing critical active uses, such as shops, restaurants, and community functions. The architecture along this street should be inviting and create a human scale environment.



LANDMARK BUILDINGS

The plan allows for higher buildings, located on Blocks 13, 14, 15, 16, 17, 22, and 24. By considering the design of these higher buildings as an urban grouping, they become iconic elements in the community landscape.



MAJOR LANDSCAPE ELEMENTS

Landscape concepts can be used as a major organizing element of the new plan. For example, certain zones of the site landscape can create major landscape statements and establish key nodes of public interaction.





ACTIVE COMMUNITY PARK

The plan identifies a major open space in the south neighbourhood. This space should be clearly identified as the major place for community outdoor activities with paths and bikeways directed to this space and connected to adjacent neighbourhoods and community facilities.



DEMONSTRATED SUSTAINABILITY

The sustainability mandate for University District is exemplary. Sustainable approaches that are made visible by demonstration throughout the site will contribute to the educative value of these strategies.



PRIVATE VERSUS PUBLIC SPACE

Typically, a clear distinction is normally made between those spaces that are for public use and those that are for the exclusive use of residents. An alternative approach is to blur the edges somewhat between these zones in order to create greater interaction amongst people. Small plazas adjacent to building lobbies and green courts within private development sites are examples of spaces for the use of residents that also allow for some public transitioning through blocks.



INVITING LIGHTING

Inviting lighting is critical to establishing an atmosphere that feels friendly, warm, and safe for users of the site at night. Although street lighting will be defined for the site, it can be augmented with atmospheric lighting in public and private spaces and walkways.

PEDESTRIAN CONNECTIONS

A system of pedestrian connections provides greater continuity and choice in the way people move about the community. Pathways through private development sites will allow for both resident and public circulation across blocks to connect to public open space while maintaining privacy for residents.



BUILDING DESIGN DIVERSITY

Building diversity is a key component of the plan because it will create a more interesting environment for University District. Architectural variety throughout the site can be achieved by allowing for a variety of developer proponents and design firms for buildings, and encouraging varying styles of architecture while respecting the Calgary context.



MATERIAL AND COLOUR PALETTE

A clear palette of materials and colours for buildings and open spaces is key to establishing a well-knit community.



VIEW PRIORITY

One of the important aspects of marketing the West Campus residences will be the availability of distant views from individual units. The key views are of the river valley and Rocky Mountains to the west.



INNOVATION ZONE

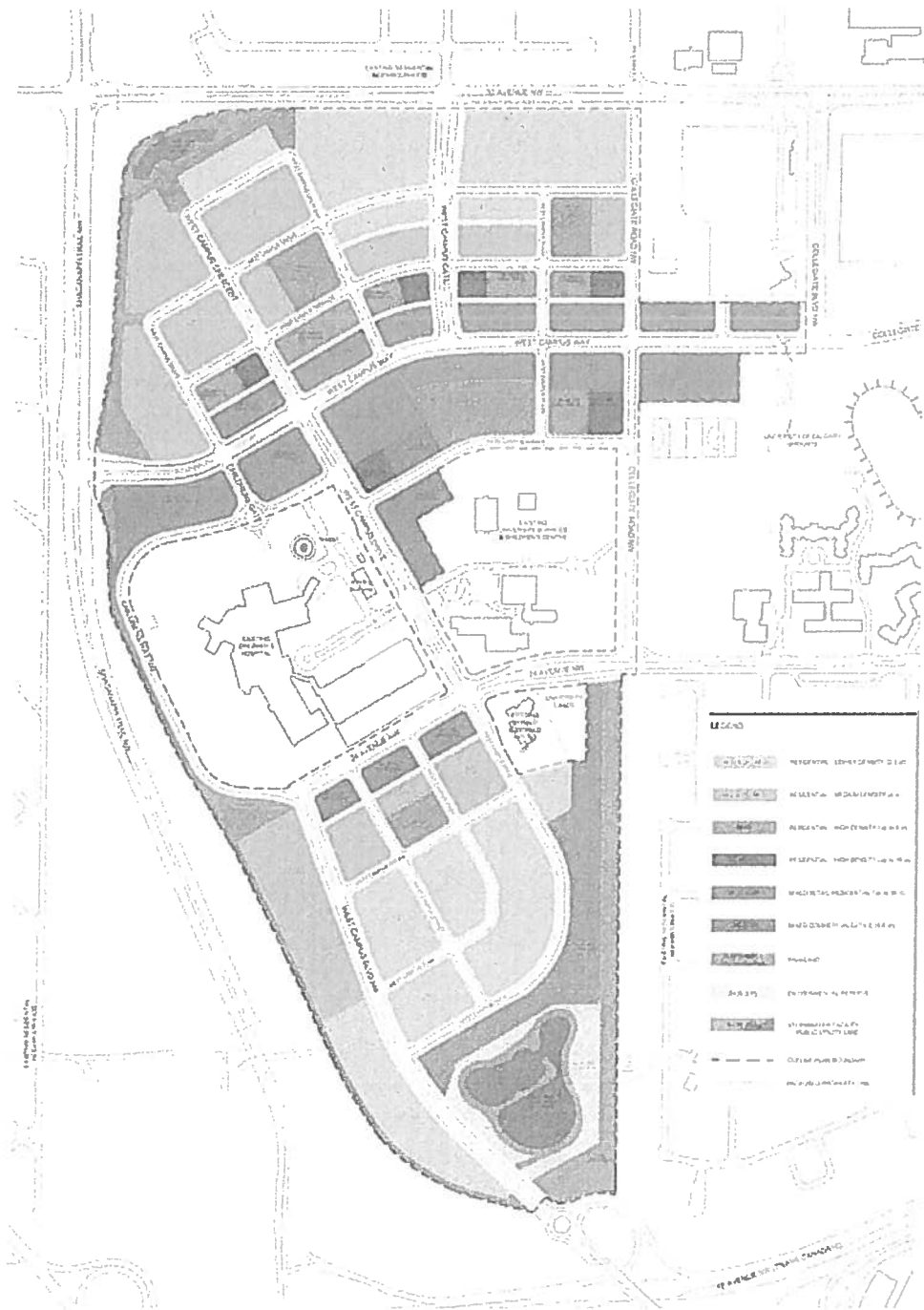
The innovation zone will promote housing diversity by accommodating a mix of housing units within a block. (See Appendix 3).

1.5 THE PLAN

The comprehensive Master Plan for University District is designed according to the Vision and Planning Principles. It is delineated in the following documents:

- 1.5.1 The Land Use Plan
- 1.5.2 The Illustrative Demonstration Plan (rendering)
- 1.5.3 The Site Plan

1.5.1 LAND USE PLAN



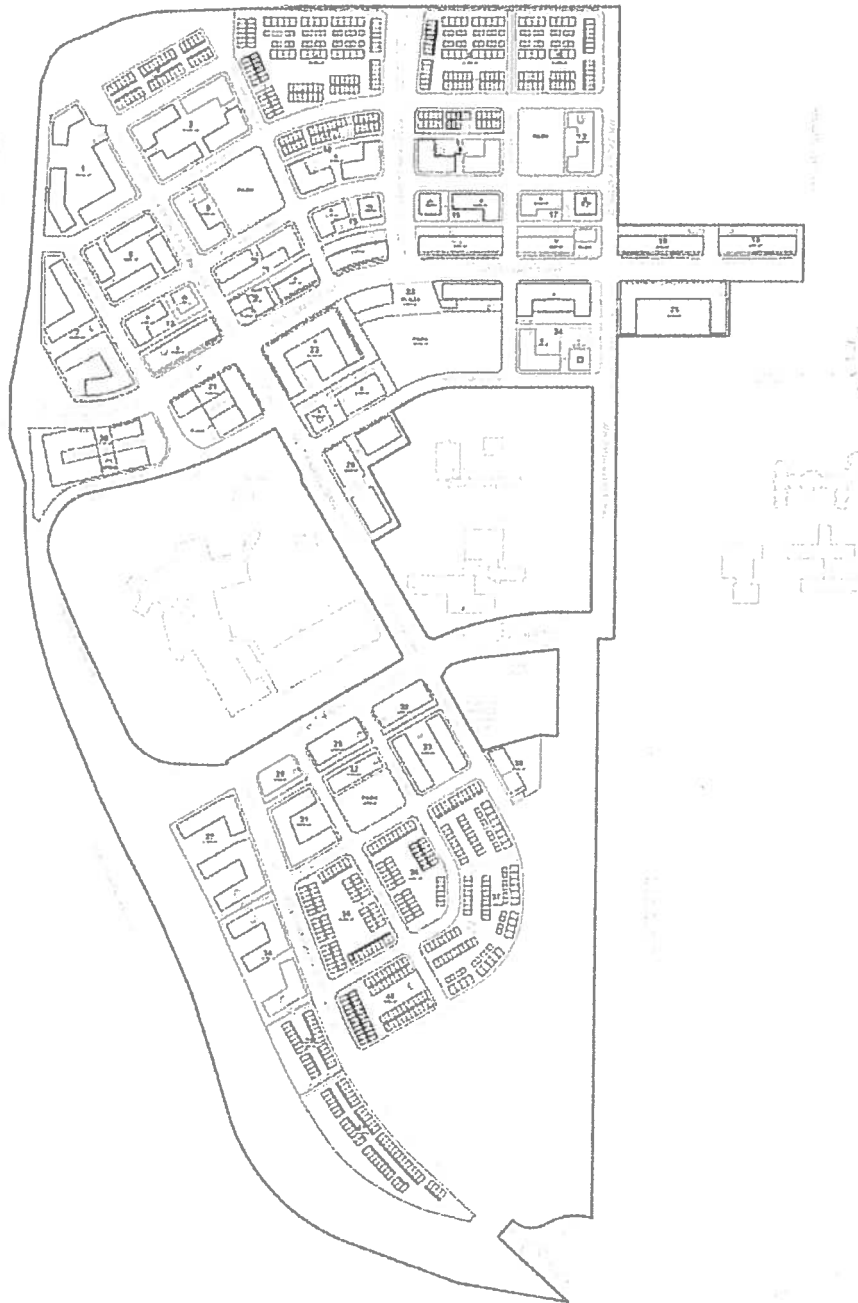
1.5.2 THE ILLUSTRATIVE DEMONSTRATION PLAN

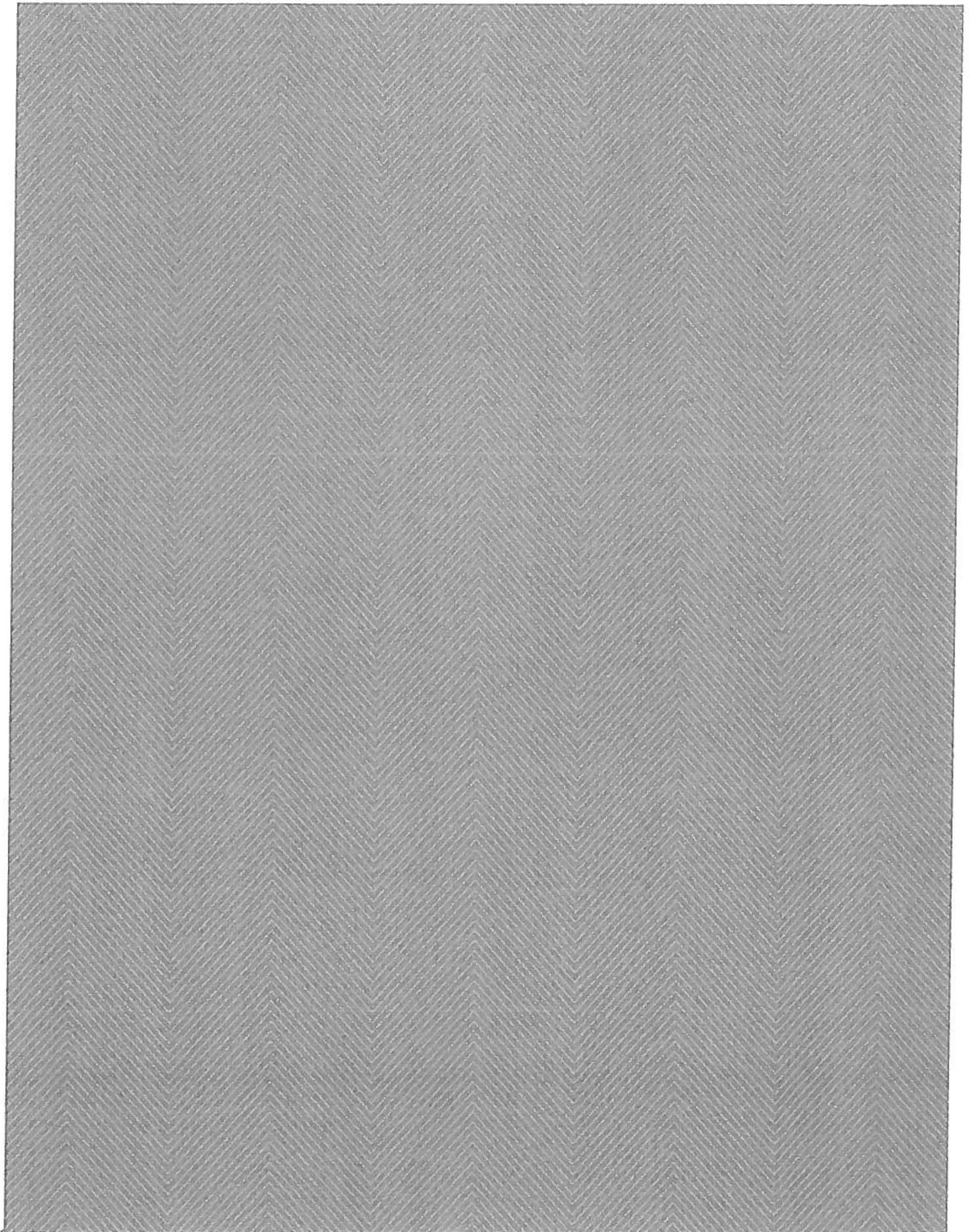
The Illustrative Demonstrative Plan provides an example of a potential development scenario based on the land use and outline plan and Design Guidelines.



1.5.3 SITE PLAN

The Site Plan provides an overview of the Block Criteria outlined in Appendix 1 of the Design Guidelines.





PART 2: DESIGN GUIDELINES

2.1 BUILDING DESIGN GUIDELINES

2.1.1 INTENT

The Building Design Guidelines contained in this section are to be used in conjunction with the City of Calgary's Land Use Bylaw IP2007 and Direct Control districts (Appendix 2) as they apply to this development area. The Guidelines will ensure that the design of individual development parcels is compatible with the overall Land Use Plan concept prepared for University District, as illustrated in Section 1.5.1. The Guidelines will be administered by the West Campus Development Trust. The WCDT review process will occur independent of and prior to the City of Calgary Development Permit review process.

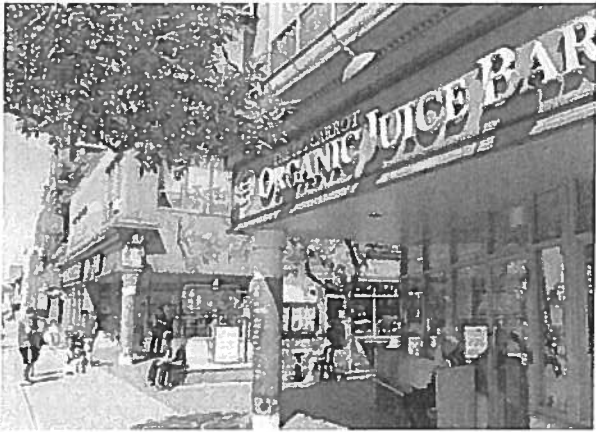
The Building Design Guidelines strive to ensure that new development is compatible with the Vision and Urban Design Strategy outlined in Part 1 of this document. The new community has been planned to consist of buildings that are diverse, yet compatible in character with one another.



2.1.2 USE AND ACTIVITY

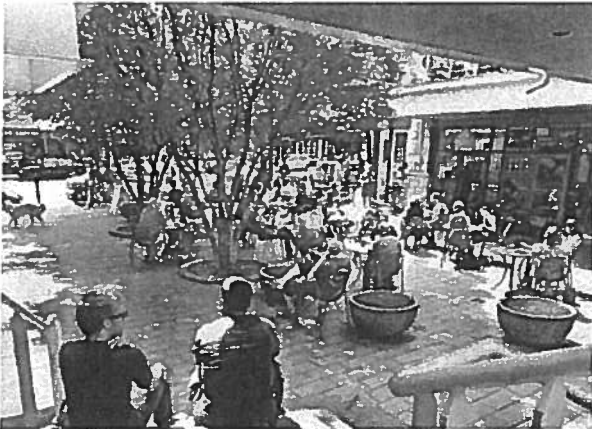
MIX OF USE

To ensure vitality and diversity in the community, the designated land uses (zoning) identify opportunities for a mix of uses including retail, restaurant, office, and community space in addition to residential. Integrating these uses into the same building contributes to the animation of the community.



A CENTRAL SHOPPING AREA

A variety of retail stores will be provided in a central location, along University Avenue. The retail mix should include both local/convenience (eg. supermarket, pharmacy, services) and lifestyle/entertainment uses (eg. restaurants, cafes). Restaurant patios are encouraged, particularly along the north side of University Avenue. These retail uses should also wrap along corners of the streets which lead into University Avenue.

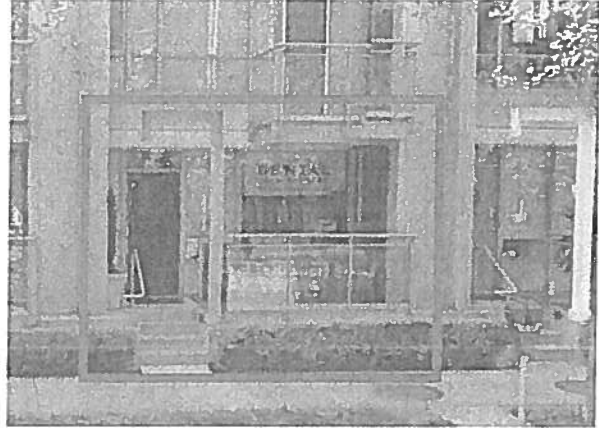


ANIMATING PLAZA SPACES

The use along the edges of plazas should provide animation and interest for people using these open spaces. Retail, restaurants with outdoor patios, and community / recreation uses can satisfy this need by generating activity.

LIVE-WORK UNITS

Areas may be included in building designs to provide spaces to serve as home offices and studios. In the case of townhouses, the ground floor, with a direct relationship with the street, may afford a separate, office address. The opportunity may also exist for the ground floor space of buildings to be used for small galleries, arts and crafts and retail shops at key locations compatible with the residential neighbourhood. Commercial uses of this type are limited to 50 square metres in area and located on the ground floor only.



HOUSING FOR THE UNIVERSITY COMMUNITY

Innovative approaches are encouraged in the design of dwelling units to create rental suites for students, university staff and faculty. For example, townhouses might be designed with separate entries to allow for secondary suites in the Innovation Zone.



RESIDENT AMENITY SPACES

Individual projects shall include amenity space for the residents. Provision for amenity space is included in each site's respective land use. Communal outdoor space is encouraged and can be provided in the form of a rooftop terrace.





2.1.3 BUILDING FORM

BUILDING HEIGHT GRADIENT

Buildings in West Campus will range from two storeys for some street-fronting developments to sixteen storeys for important landmark sites. Buildings with a greater height along the street frontage are generally located north of University Avenue where views from existing, surrounding neighbourhoods will not be impacted.



TERRACED BUILDINGS

Terraced building forms are encouraged given the topographic nature of the site with its slopes to the west. Ground floor slabs should also terrace along sloping site frontages to ensure a better grade-oriented relationship of the building to the street.



BUILDING ORIENTATION

Buildings should generally align with the orthogonal grid of the University District streets. Exceptions are where buildings form the edge of curved streets in which case buildings should be oriented towards the street. Every effort should be made to orient buildings in an east-west alignment to improve on sustainable design, reducing energy requirements for lighting, heating and cooling, and ventilation. Building orientation should take into consideration the maximization of views from as many units as possible, particularly the longer views across neighbourhoods towards the south and west.

STREET FRONTAGE RELATIONSHIP

All buildings should relate directly to the streets on which they front or as defined in the Block Profiles in Appendix 1 with all businesses and other community services on ground floor accessible directly from sidewalks along a public space (e.g. street, square or plaza) but not a parking lot. All mixed use buildings along University Avenue shall include ground-floor retail along at least 60% of the street-level facade. All building facades along sidewalks should avoid blank walls by having windows and/or doors incorporated to create interest and enhance the pedestrian experience. At a maximum no more than 40% or 15m (whichever is less) of a building length should be blank. In all cases, the setback should ensure a strong streetwall and pedestrian environment. Mixed use and office building facades along University Avenue should be directly adjacent to sidewalks or equivalent provisions for walking.

Residential: Ground floor dwellings shall address the street through the use of front door entrances, gates and entry courtyards. Porches, patios or decks should be designed to establish a semi-private zone in support of a "porch culture" along the street. Windows and balconies at upper floor levels should face outward, adding to a sense of safety and security for the public domain. Entrances should create identity and a sense of address for buildings, dwelling units and stores. Residential uses at grade should be elevated no less than 0.61 metres above the sidewalk grade for comfort and livability. If no maximum setback is designated, those building facades which are street-facing should be set back no more than 5m.

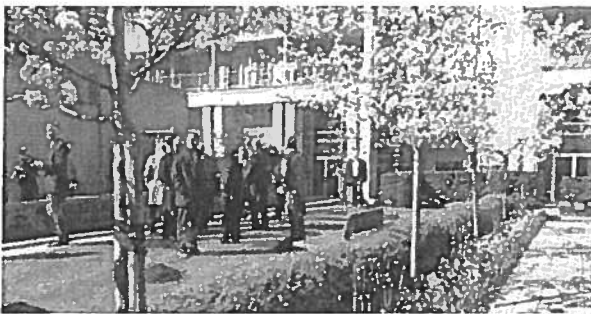
Retail: Retail entrances should create an address and identity for the building. See sections "Definition of Retail Streets" and "Retail Frontages and Storefront Visibility" for further details.

Office: Office uses at grade should activate the street in which they front. This can be done by utilizing the architectural layout of the building. A minimum of 50% of the office buildings should include ground-floor retail along 60% of the length of the street level facade.

BUILDING SCALE ALONG STREETS

To create an appropriate scale along streets a building base element is encouraged. For residential buildings, this base should consist of two storey "city homes" with their primary entrance from the street. The lower floors of buildings will form part of the streetscape and are important to the public realm and pedestrian character of the street. Devices such as changes in material, extent and frequency of





windows, and cornice lines should be used to achieve a comfortable pedestrian scale. Textured, high quality materials, more intensive decorative details and lighting should be used to enhance the close-up view for pedestrians while still maintaining privacy for residents.

BUILDING MASSING

Residential buildings above 4 storeys should consider the utilization of a setback to create a podium base. The setback should occur by the 4th storey to create a pedestrian scale along the street.

SEPARATION BETWEEN HIGHER BUILDINGS

Any portion of a building above 6 storeys in height should maintain a separation of 20 metres minimum from any existing, or approved, adjacent structure that is also higher than 6 storeys. There may be exceptions when buildings are not separated by a laneway or street. Townhouses and ground-oriented units on separate development parcels that have facing front entrances shall have a minimum separation between building faces of 12 metres.

USABLE OUTDOOR SPACE

A pattern of courtyards and enclosed spaces is inherent in the organization of the West Campus plan. Residential projects should take advantage of this concept to form new spaces. These courtyard areas should be usable by building residents as communal outdoor spaces.

ROOFTOPS FOR LIVING

Roofs and terraces should be used, where practical, for private and communal outdoor patios, decks, and roof gardens. Active roofs are encouraged and green roofs can be used as a means of retaining storm water from smaller storm events and to add visual interest. Where active uses are not available, roofs should be designed attractively.

DEFINITION OF RETAIL STREETS

The form of buildings along the retail high street should strongly define the street space. Upper floor setbacks for buildings along the retail street can be utilized to create a human-scale environment. Mixed-use buildings along the south side of University Avenue which are greater than 4 storeys should step-back at, or before, the 4th storey to create a podium base.

For all mixed-use buildings, balconies that protrude from the building are only permitted if the residential portion of the building steps back. No balconies should overhang the sidewalk or retail spillout zone at grade.



NARROW RETAIL FRONTAGES

The individuality of retail stores should be expressed through many stores of narrow frontages, with high quality storefront displays rather than wide, uninviting storefronts. Solid walls are to be minimized. Where possible, setback ranges should be minimized to achieve a streetwall consistency. Exceptions may be where small plazas or courtyards are included to add diversity and activity space in the streetscape. Inset doorways are acceptable, but should include extensive glazing throughout the entryway to preserve visibility from the sidewalk. Placement of signage, lighting, or architectural detail to help celebrate the location of individual inset doorways is encouraged. Narrow retail frontages will draw people along the high street as they move between stores.



STOREFRONT VISIBILITY

Shopping streets require sufficient presence and openness to establish their prominence as a generator of retail activity. To this end, the design of the store entrance and glazing system must be of a scale to invite shoppers inside. All ground-level retail that faces a public space shall have clear glass on at least 60% of their facades between the area of 1.0m - 2.24m above grade. Ground-level retail must be kept unshuttered at night.





STOREFRONT TRANSPARENCY

Visibility into shops from the street shall be maintained at all times. Any solid signage, advertising or blackout panels placed against the inside surfaces of storefront glazing is prohibited. Interior equipment, such as pop coolers, shall not be directed towards storefronts and the street.



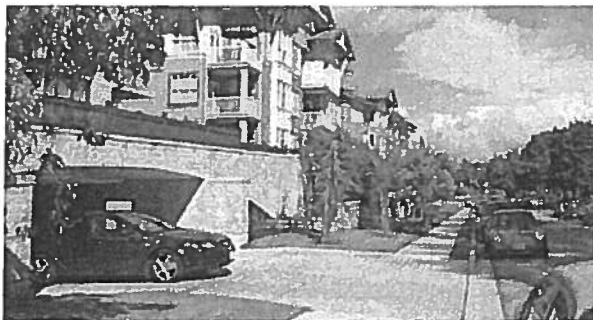
WEATHER PROTECTION

Weather protection can be utilized but is not required. If weather protection is provided along retail or mixed-use frontages of a building, it should be continuous. This cover may take the form of fixed, metal and/or glass canopies. Refer to Land Use Bylaw IP2007 and Part 2.3 Signage Design Guidelines. Weather protection in the City right-of-way may require an encroachment agreement. If canopies are provided they must be designed and constructed to withstand the weight of snow and to prevent the creation of icicles. Precautions should be taken in the design to make sure when the snow sheds off the canopy it does not fall within pedestrian walkways.



PARKING STRUCTURES

The majority of parking should be located underground. With exceptions being street parking for retail, surface visitor parking for residential or enclosed surface parking for townhouses (if aligned with the rules of the Land Use District). Parkades should be designed to blend with the architectural design elements of the building. Quality wall finishes should be used as the architectural treatment on parkade walls. Above grade parking shall be concealed behind building frontages along public streets. Public (including visitor) and commercial parking should be fully separate from resident parking.



PARKING ENTRANCES

Ramps to underground parking should be perpendicular to the street that serves them, rather than parallel to the street frontage. Ramps should be concealed to the greatest extent possible within a building or through the use of overhead trellises and landscaping. Full cut-off lights shall be used to avoid spill-out of lighting into public spaces and to mitigate concerns for night sky pollution, with a full consideration of CPTED (Crime Prevention through Environmental Design) principles. Private garages in townhome developments shall be directly accessed from the lane or shared driveway at the rear of the units. Where secured visitor parking is provided in underground garages, access control shall be available at street level. Entrances to parking should be avoided off of University Avenue.

2.1.4 ARCHITECTURAL EXPRESSION

VERTICAL AND HORIZONTAL EXPRESSION

The architectural facades of buildings 4 storeys or less should make use of design elements that contribute to the human scale of street spaces. This might include expressing the vertical to create a rhythm of repeating elements and diversity in the facade. Buildings greater than 4 storeys should focus on the use of horizontal lines above the 4th floor as a contrast to lower floors. Design elements might include projecting roofs, trellises, sunscreens, extended wall planes and a horizontal expression in wall materials.



TOWERS MEET THE GROUND

Where towers are combined with a baseplane podium building a portion of the tower should extend down to grade rather than sitting atop the podium. This design approach is best accommodated at the entrance to the tower lobby and at the corners of blocks. For buildings 12 storeys or greater a Pedestrian level wind study should be completed.



DESIGN OF WINDOWS

An emphasis should be placed on the use of glass to maximize natural illumination within buildings while taking advantage of the magnificent outward views from this setting. Residential windows should be operable to maximize natural ventilation as part of the energy design of new buildings. The detailing of window elements is important to avoid a "tacked-on" appearance. The use of a rebate window, set into the façade, will create a more solid expression and increased shadow lines. Window types may include metal, wood, fiberglass and vinyl. Window wall glazing systems, with glass or metal spandrel panels, are acceptable in taller buildings (above 4 storeys).





ROOF FORMS

Roofs on taller buildings should generally be horizontal or a shallow slope as an appropriate response to the prairie environment. Roofs on townhouses, row houses, and smaller apartment buildings should incorporate horizontal roofs and/or shallow sloped or pitched roofs.

ARCHITECTURAL APPURTENANCES

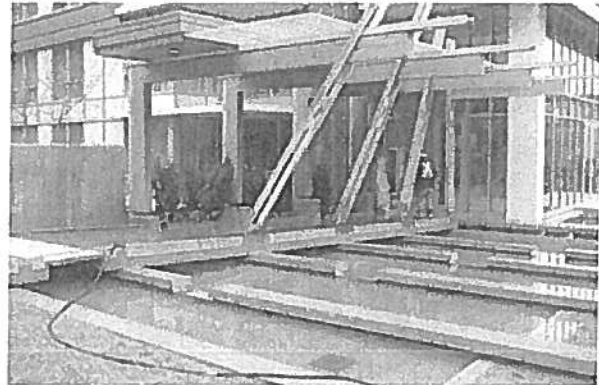
Architectural appurtenances (or accessories) such as vertical elements may be added to buildings to provide visual interest, but shall be designed primarily to support green building initiatives, including light shelves, shading devices, solar panels, and ventilation fins. Vents, mechanical equipment rooms and elevator penthouses shall be integrated as part of the architectural treatment of roofs and should be screened from view to the greatest extent possible. Higher buildings should introduce articulation in the upper floors through the use of terracing and/or architectural appurtenances like trellises or vertical elements to create greater interest in the skyline. Architectural appurtenances incorporated should be considerate of Calgary winters in their design.

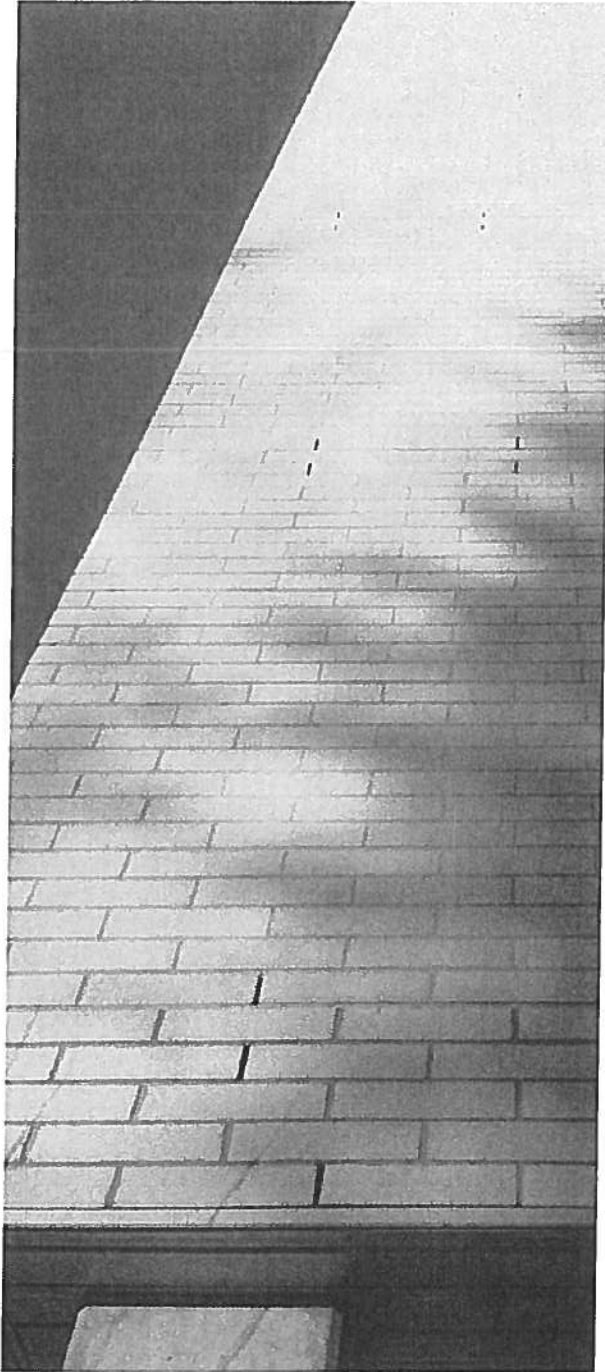
BALCONIES

Balconies should be maximized in area to provide usable outdoor space for dwelling units. They should be designed as an integral part of the building rather than appearing to be "tacked on". Balconies may not be enclosed following construction. In the event that an enclosed "solarium" is preferred to an open balcony, it should be incorporated as part of the initial design of the building. Balustrades around balconies should be transparent either through the use of glass or fine metal detailing. Balconies shall be sized according to the site's respective Land Use district.

BUILDING ENTRANCES

The sense of arrival to a building should be celebrated through the design and detailing of its entrance. For office and mixed use buildings the functional entries should occur at an average of no more than 75 ft.





2.1.5 BUILDING MATERIALS

There is a clear preference for wall cladding materials with sustainable properties. Brick is the material of choice to unify the community and to create the feel of a “village”. This material should, as a minimum, be utilized in the first 2 storeys of all developments as a base finish. Cladding materials will vary by building type and are noted below as mid- and high rise (typically greater than 4 storeys) or low rise (typically 4 storeys or less).

LOW RISE

The dominant structural material for all buildings 4 storeys and under in height is wood frame which should be carefully detailed to ensure durability. Cladding materials may include brick, metal panel, and fibrous cement board. Vinyl siding, plastic, and plywood are not permitted materials. Ground-oriented units such as townhouses and row houses should be clad in either brick, architectural wood, or fibrous cement board. Low-rise buildings may employ stucco as a cladding material, provided it is compatible with neighbouring developments. For residential buildings, a high percentage of wall glazing should be avoided in low-rise buildings to better fit with a residential vernacular.

MID-RISE/HIGH-RISE

The dominant structural material for buildings over 4 storeys in height will be concrete for reasons of durability, sound transmission, fire rating, and continuity with the community design. Exceptions may be made for up to six-storeys, with the dominant structural material of wood, if permitted by the building code. Concrete should be of high fly ash content for sustainability, whenever possible. Cladding materials may include in-situ concrete, pre-cast concrete, brick, stone, stucco and metal panel products. Ground-oriented and podium units should endeavour to use brick. Stucco and EIFS (Exterior Insulated Finish Systems) should not be used as the principal wall material at lower levels of the building, but may be appropriate at upper levels. All references to stucco in this document refer to traditional three coat cementitious stucco. Vinyl siding, plastic, and plywood are not permitted materials.

More detailed criteria for building materials is included on the following pages:

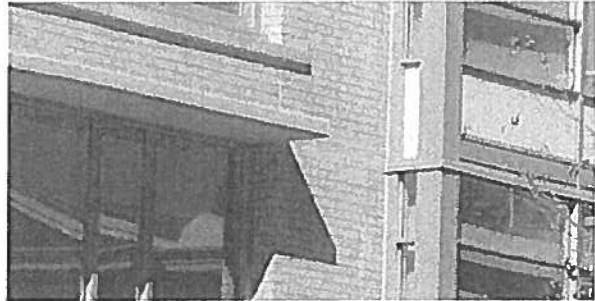
In-situ concrete

- Where used structurally, in-situ concrete should be expressed on the exterior of a building in the form of a grid, band, or load-bearing wall.
- Concrete left exposed should have a high-quality architectural finish, or sand blasted finish.
- Concrete may be tinted, stained or painted, subject to colour selection.



Pre-cast concrete

- Pre-cast concrete may be used as wall cladding or limited to details for window and door sills, base and fascia elements.
- Finishes should be consistent with the colour palette selected for the main wall treatment.



Brick

- Brick is most appropriate when it is expressed as a load-bearing material.
- The use of precast concrete sills and headers is encouraged in brick buildings to create a high quality finish.



Stone

- Stone base elements are encouraged in the lower walls of buildings. This material is encouraged in new developments for both building and landscaping walls.
- The type of stone selected may be split-face or smooth-cut squared or ashlar applications. Polished-face stone is generally not considered appropriate nor is cultured stone.





Metal

- High quality metal panel systems may be utilized as a wall and fascia material. Products are to be of an equal quality to Alucabond.
- The finish of such panel systems can be anodized or factory-finish painted.



Steel and Aluminum

- Steel is an appropriate material for finishing details such as rails, grates, privacy screens, fascia and banding elements, trellises and canopies.
- Aluminum is most appropriately used for window construction, balcony railings and gates.



Stucco

- Stucco should only be used as a secondary wall finish and should not constitute more than 50% of the exterior finish of the building.
- Stucco must not be used at the lowest level of buildings, especially along streets and public rights of way.



Fiber Cement Siding

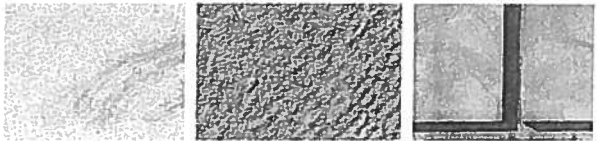
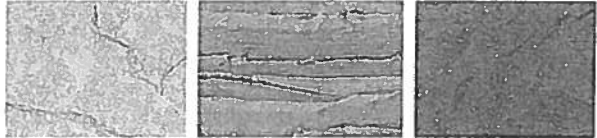
- may be a primary siding for townhouse and rowhouse projects;
- styling should be limited to simple applications of smooth-faced siding with no shapes or replicated wood grains; and
- horizontal applications are typically preferred.

FINISHING TECHNIQUES

Exterior materials should be finished in a manner that retains their colour and quality over time. Staining and painting are acceptable subject to colour. Scheduled maintenance is required to ensure that finishes last.

COLOUR

The palette of colours for University District should generally be "warm", with "grey content". Warm grey, charcoal, taupe, grey-green, buff and ochre characterize a colour palette that fits with the campus context while increasing the feeling of warmth, appropriate for a primarily residential environment. A range of accent colours can be used on detailed building elements. Colours should be carefully considered to ensure a building's ability to fit within the context of the community yet also showcase its individuality.





2.1.6 RESIDENTIAL LIVABILITY

BUILDING SETBACKS

Privacy for grade level units should be enhanced through low walls, hedges and changes in elevation. Buildings should be separated by a layering of landscaping elements such as low walls, hedges and/or tree rows. Buildings should be designed to avoid overlook problems between units facing one another. Windows located in sideyards should take into account those located in existing or approved adjacent developments.



CHILDREN'S PLAY AREAS

Children of all ages should have easy access to appropriately located, designed and landscaped outdoor play areas suited to their developmental and play needs. Where a site is providing a play area as part of the common property, the total outdoor play area shall be a minimum of 130 square metres in size and shall be visually accessible from amenity areas and residential units. Outdoor play areas shall be situated to maximize sunlight access. There should be a minimum of 2 hours of sunlight between the hours of 10:00 a.m. and 5:00 p.m. on December 21st and adequate artificial lighting shall be provided. The anticipated demographic of a building will impact the encouragement of a play area.

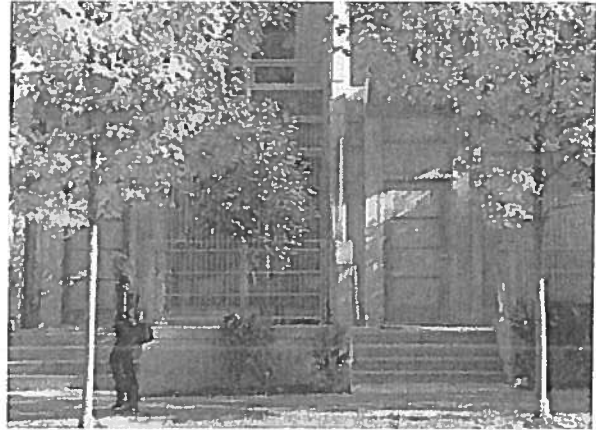


PRIVACY OF OUTDOOR SPACES

Each dwelling unit should have direct access to a private outdoor space in the form of a balcony, patio or roof deck as outlined in Land Use Bylaw IP2007. Adjoining balconies should be separated with a privacy screen. Where outdoor spaces are terraced, screening should be employed to minimize the extent of overlook from one patio to another. Courtyard spaces should be usable by building residents as communal outdoor spaces.

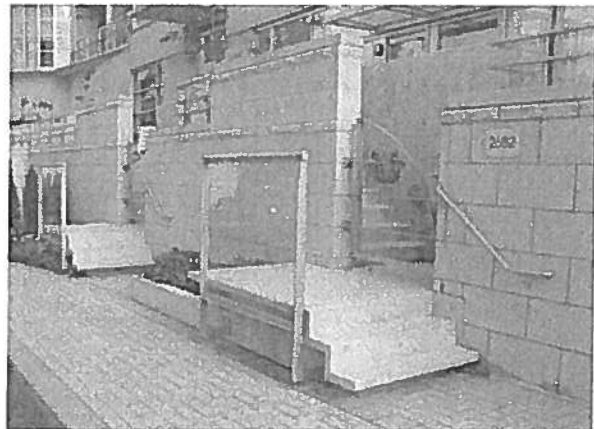
IDENTITY

The ground floors of all buildings should be designed to express the individuality of units through architectural expression and the inclusion of entrance doors and windows addressing the street. Private outdoor spaces should be capable of being customized by residents through their choice of plant materials, potted plants, window boxes and furnishings.



SAFETY AND SECURITY

Residential developments and unit designs should be safe and secure from on-street access. Public and semi-private outdoor spaces should have some degree of overlook from residential units and good visibility from the street. Landscaping should be illuminated to enhance security. CPTED (Crime Prevention through Environmental Design) principles should be incorporated into building and site design. To raise the sense of security and comfort within parking garages, they should be well illuminated, painted, have good view lines throughout, and make use of glazing in lobbies and at entrances.



ACCESSIBILITY AND ADAPTABILITY

Many older people prefer to remain in their home for as long as possible. To this end, housing units should be designed to be adaptable to the future needs of residents as they age. Particular consideration should be given to CMHC "Flex Housing" design guidelines. Access to all residential common spaces and primary external circulation routes should be designed to be accessible to those persons impaired by vision, hearing, or mobility. Street-oriented units elevated above the sidewalk grade can be an exception to this requirement, but should provide opportunity for adaptability for accessibility requirements to not preclude aging in place and future users of these units.





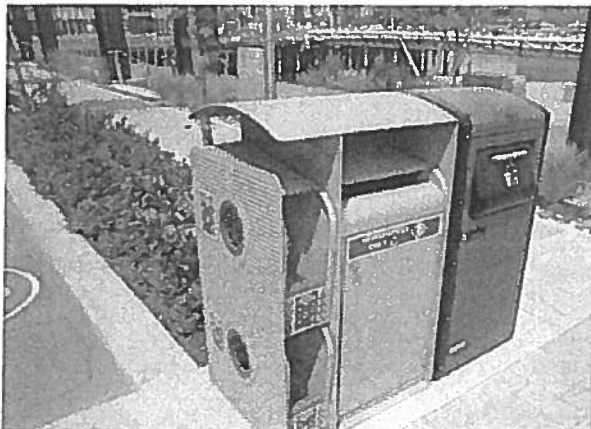
SOLAR ORIENTATION, LIGHT, & VENTILATION

Habitable rooms in dwelling units should have access to daylight and direct sunlight. Private and semi-private outdoor spaces should receive direct sunlight during most days of the year. Outdoor spaces related to north-facing units will require careful design for sun access. Each external facing residential room shall have operable windows for increased natural ventilation.



MULTI-LEVEL UNITS

Inclusion of some two- or three-storey units, particularly at street level, will afford the opportunity for residents to have units that are more "house-like". This unit type also lends itself to flexibility of use for the ground floor, allowing for the inclusion of a home office or studio space.



RECYCLING AND GARBAGE

Provision for a full recycling program and for residential waste should be made for each building. Garbage holding areas should be contained within buildings either at grade or in underground parking areas or in a garbage container enclosure. Townhome sites may have a separate garbage enclosure as approved by the development authority. Enclosed areas are to be properly ventilated, enclosed behind operable doors, and equipped for full sanitary management. Space in garbage holding areas should provide additional space for future compost collection.

2.2 LANDSCAPE DESIGN GUIDELINES

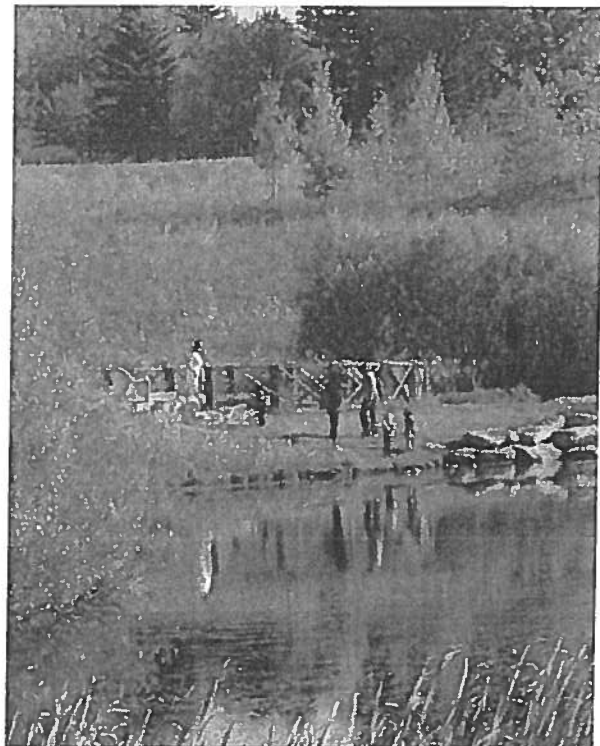
2.2.1 INTENT

The intent of the Landscape Design Guidelines is to provide direction for the character, design and materials to be applied to the development of the University District community to guide the function, aesthetics and sustainability elements to be incorporated into the landscaping. The open space and public pathways which traverse throughout the community play an integral role in creating an active and healthy community. Site landscaping will also be an important component which will complement the open space, facilitate pedestrian travel and passive enjoyment.

2.2.2 GENERAL LANDSCAPE CHARACTER

The landscape character throughout University District should fit with the overall native character of the Alberta prairie:

- Utilize Chinook hardy plants suitable for Calgary's Zone 3 plant hardiness climate and indigenous plants where appropriate while conforming to the Canadian Nursery Landscape Association standards.
- A mix of deciduous and coniferous species should be utilized.
- Natural, informal groupings of plants can be incorporated into the landscape design on private parcels.
- Flowering plants are appropriate to add colour.
- Consider the different microclimatic conditions around the building and on each site when determining landscaping species.



2.2.3 PUBLIC PLACES AND CONNECTIONS

PUBLIC PEDESTRIAN CONNECTIONS

In addition to streets and sidewalks, a variety of public parks and small plazas have been envisioned as well as a series of public pedestrian connections through development blocks. This finer grain network of shortcuts traverse through or between the residential parcels offering alternate routes with a variety of scales and experiential qualities to connect to public spaces. Increased social capacity within these shortcuts can also be enhanced by locating the shared residential amenity spaces adjacent to these pedestrian corridors, such as seating or outdoor dining/BBQ area, further blurring the public and semi-private realms and increasing the opportunities for spontaneous social interactions between community members. Connections should also be designed with consideration of site context, existing connections and in accordance with CPTED principles



PUBLIC OPEN SPACES

The biggest of the public open spaces is a park situated as the south terminus to the University Link. This park will predominately be a passive green space with residential blocks 22 and 24 flanking the east and west edges and mixed-used development with commercial units at grade along the north edge. Along this northern edge and wrapping around the corner onto the retail street should be commercial activity that contributes to the energy of these outdoor areas. Restaurants and cafes would attract people to the area, and would further enhance the outdoor experience by providing weather protection and seating and dining terraces along the sunny edge.

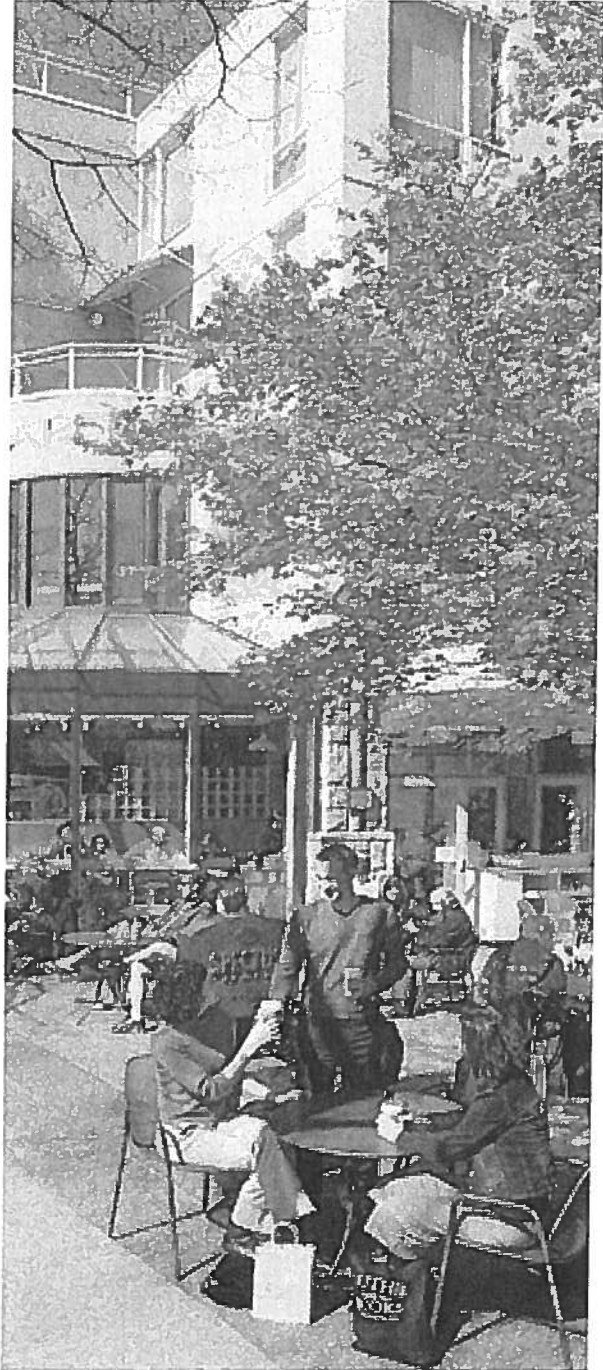
As a threshold or gateway into the Park from the retail activity on University Avenue, flexible space should be incorporated into the park. This occasional yet intensively used area would be a transitional space from the more urban edges directly adjacent to the restaurant and café terraces to the larger passive green space of the park to the south and would allow for a variety of programmed activities such as:

- Farmers Market or Artisan Market
- Arts, Book or Food Fairs
- Temporary badminton or bocce courts



SMALL URBAN PLAZAS

There is the opportunity for a number of small urban plaza spaces to be incorporated into the fabric of the main retail street. Each of these spaces may have similar associations and synergies with the adjacent retail activity, and should respond to the opportunities for this potential café or restaurant energy to spill out and inhabit the edges by providing canopies and well placed site furnishings. They should also build on their unique or site specific characteristics where possible. For example, a plaza space on a bikeway could provide additional amenities that serve a specific type of user, such as weather protected bike racks, possible bike maintenance stations etc. Designs of these plaza spaces should complement and enhance the adjacent streetscape and correspond to the adjacent street tree planting. Urban plazas should, whenever possible, be located in areas with good sun exposure.



2.2.4 PUBLIC REALM INTERFACE

RESIDENTIAL SETBACKS

Building setbacks, where required, on residential private property should be landscaped. In the case of residential units at street-level, the following criteria should be considered:

- Low ground planting or mowed grass strip should be planted immediately adjacent to sidewalk, such that no plant material encroaches onto walkway.
- Slope and/or terrace setback areas where possible, such that private outdoor spaces are nominally higher than the adjacent sidewalk or public realm.
- Low walls, combined with 'layered' planting rows and/or hedges should be employed to enhance the streetscape experience and define the private outdoor areas.
- Walls (including retaining walls) should not exceed 24" (610 mm) and should be faced with materials matching adjacent buildings or of high quality architectural Cast In Place concrete finish. Precast concrete unit retaining walls should not be considered. Concrete block retaining walls are prohibited.
- A mix of evergreen shrubs and deciduous hedge planting should be used to screen private patios and outdoor spaces from each other, while providing seasonal variety. A maximum height of hedge from patio level should not exceed 5 feet or 1500 mm. Greater visibility through the use of lower growing plants should be provided between the patios and street.

SETBACKS ON RETAIL CORRIDORS

The building setbacks along the retail corridor are established in the Direct Control land use district. The following should be considered:

- The adjacent streetscape character should be considered when selecting the hard and soft materials within the setback. The setbacks are important to support spill out activity from adjacent retail units. The north side of University Avenue along the retail high street will have ample sunlight reaching the street level and should have a setback which will allow spillover to occur. The setbacks along the north side should be generally consistent with the exception of corners if patio space is being accommodated. A setback of between 3.0 - 4.0 m should be maintained.
- There is no requirement for a setback along the south side of the retail high street. A zero setback is encouraged. Buildings along a block should have a consistent setback.
- Increased pedestrian flow will likely result in focused planting areas, with plant species and sizes selected in consideration of Crime Prevention through Environmental Design (CPTED) principles;
- A variety of quality, well placed site furnishings should be provided, such as benches, bike racks and light fixtures;
- Permanent weather protection should also be considered, such as canopies or awnings attached to building faces.

OFFICE SETBACKS

Office setbacks are described in the Direct Control land use district. The setbacks on University District provide continuity with the retail main street and create a pedestrian oriented environment where frontages and entrances are close to the sidewalk and street in order to engage the public realm. See 'Street Frontage Relationship' in Section 2.1.3 for further details.

2.2.5 LANDSCAPE DESIGN ELEMENTS

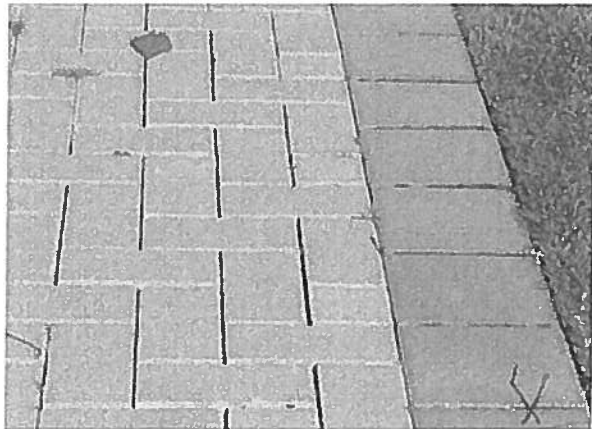
WALLS

The design of hard landscape elements should relate to the style, materials, and colours of the architecture on individual development sites. Materials used in the landscape for walls, metalwork, and structures should share a similar design expression, range of colour, and style to the architecture on the same site. Landscaping walls should make use of brick as a finish surface. Wall caps should be stone, pre-cast or in-situ concrete. Precast concrete unit planters, walls and retaining walls should not be considered.



PAVING

Pavers should generally be used in hard surface areas. Where feasible, consideration should be given to the use of 'pervious pavers' that allow water to infiltrate through joints. Preference should be given to a colour range that complements the buildings, including grey, taupe, and charcoal, rather than red or orange. The choice of paver colour, texture and pattern should complement any pavers being used within the street right-of-way.



SPECIAL FEATURES

Landscape features should mark entry points and special places:

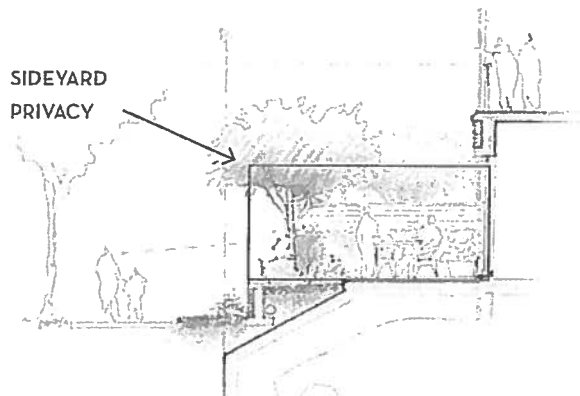
- Flowering plants can be used for emphasis within the overall landscape context.
- Storm water collection areas should be designed as landscape features and integrated into the open space program.





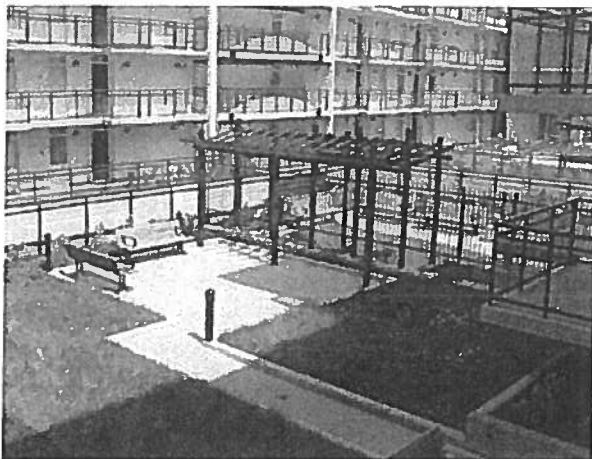
SITE RE-GRADING

In many locations re-grading of the site to meet street construction grades and underground parking structures will result in changes from the existing topography. These variations should be taken up with planted berming or terraced landscaping utilizing brick or concrete retaining walls with planting.



SIDEYARD PRIVACY

Where developments have units with windows or outdoor patios facing a sideyard, privacy should be enhanced through the use of fences or hedges with a maximum height of 1.8 metres. The design of all privacy fences are to be integrated with the building architecture.



SEMI-PRIVATE FUNCTIONAL OUTDOOR AREAS

Opportunities to incorporate semi-private 'shared' open spaces within the residential parcels can be realized in a number of locations and with a variety of spatial sizes and functions. The most physically and visually accessible areas would be directly above the parking structure, in the interior courtyard area and directly accessed from the first (ground) floor of the surrounding development. Other possible locations would be within the street setback in association with the entry sequence to lobby or indoor amenity room. And the final location would be on the higher roof terraces in combination with possible green-roof systems.

What all of these spaces have in common is their role in providing outdoor areas that promote social interactions with neighbours and community members, and with each of these locations, particular criteria and objectives need to be considered:

- Shared outdoor areas should be programmed for use by residents and to promote social interaction among neighbours. Opportunities for small children's play, seating, and outdoor eating or BBQ areas should be considered.
- Consideration towards providing adequate growing medium depths and appropriately designed and installed building envelopes/roof membrane systems to achieve lush and healthy plantings to establish and thrive over the life of the building.
- Sustainable landscape opportunities should be incorporated including communal gardening areas with composting, shared tool storage and water/hose bib access.
- Both sunny and shaded areas could be provided, with arbours or trellis structures that create shade. Such structures also reduce the overlook issue from surrounding residential units.
- Outdoor amenity areas should have direct association with indoor amenity spaces wherever possible.

PRIVACY AND OVERLOOK

- Landscape elements should be designed to preserve privacy of units and individual outdoor spaces.
- Views from windows of surrounding buildings should be provided into the semi private open spaces, especially to areas designed for children's play.
- When locating outdoor amenities, such as seating areas, outdoor eating and/or BBQ areas, it is important to site them in the shared semi-private areas to minimize potential conflicts between users of the space and nearby residential units.





2.2.6 PRIVATE OUTDOOR SPACES

PATIOS

Private outdoor patios for ground floor units should be large enough to permit patio gardening and use of table and chairs. Private patios should be buffered through changes in elevation, hedges, low walls, or other measures.



VISUAL BUFFERING

Landscape elements should be used to provide visual buffers:

- Trees should be planted between units for visual privacy.
- Plant material, berms, and hard landscape elements should be used to screen views to service areas, surface parking, parking structures, and utility boxes.
- Plant material should be selected to achieve a mature scale that will limit future view impacts.
- A mix of evergreen shrubs and deciduous hedge planting and small trees should be used to provide privacy for patios and outdoor spaces. Maximum height of hedges, measured from patio level should not exceed 1.5 metres.

2.3 SIGNAGE DESIGN GUIDELINES

2.3.1 INTENT

The purpose of these signage guidelines is to provide general direction to regarding the type and design of signs to be utilized in the University District community. The guidelines will be administered by West Campus Development Trust (WCDDT) through the design review process as outlined in Part 1. Rules regarding signage outlined in Calgary's Land Use Bylaw IP2007 will apply and approval by the City of Calgary is required. Applicants will require WCDDT approval of their Comprehensive Sign Plan, prior to making an application to the City.

2.3.2 COMPREHENSIVE SIGN PLAN

The Comprehensive Sign Plan will provide information on the future parcel's signage including the size, type, location, and number of signs. The design, placement and colour of the signs shall be coordinated with the architectural elements of the building and take into consideration the intent of the signage design guidelines discussed below. No permanent sign shall be placed on a parcel until a Comprehensive Sign Plan has been submitted and approved, in the first instance by WCDDT and, ultimately, by the City of Calgary.

The Comprehensive Sign Plan shall consider:

- the conformance of the proposed sign(s) with Calgary's Land Use Bylaw IP2007;
- the conformance of the proposed sign(s) with the design guidelines; and
- the consistency of the plan with signs on adjoining parcels.

2.3.3 RESIDENTIAL SIGNAGE

LOCATION

Residential building identification signage should be illuminated, indicating the street address in a discreet, graphic style. Signage should be closely related to the principal building entrance and generally placed in low wall elements. This signage could be free-standing on supports or embedded in a building or landscaping wall.

CONTENT

The graphic content of a residential sign shall be limited to one or more of the following elements:

- project name;
- project logo; and
- street address number.





2.3.4 COMMERCIAL RETAIL SIGNAGE

Commercial signage should add diversity and interest to retail streets. Blade signage is encouraged and should be mounted perpendicular to the retail frontage so that they are visible to pedestrians walking along the sidewalk to create a consistent aesthetic. Retail tenants will be able to utilize their brand logos and colors, hanging them on standard hardware that is consistent along the entire street. Signs should be clearly visible from a pedestrian's point of view and not so large that they are overbearing and dominate the streetscape.

FASCIA SIGNS

Fascia signs are permitted subject to the following:

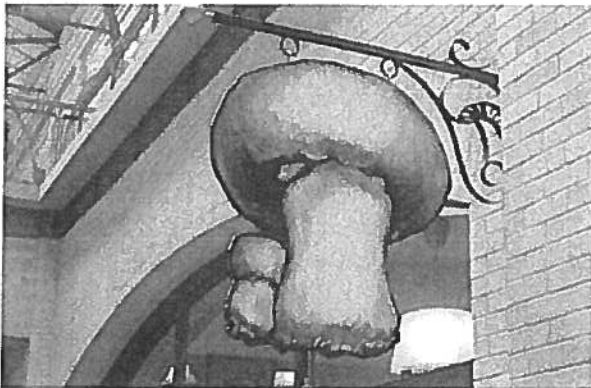
- individual letter type only
- three-dimensional structure to letters
- maximum letter size 600 mm
- neon or halo type rear illumination, or front illumination with billboard-type light fixtures
- back-lit, plastic fascia sign boxes are not permitted



AWNING SIGNS

Signs on awning drops are permitted subject to the following:

- maximum awning drop/skirt of 400 mm in depth
- painted or vinyl applied lettering, or incised lettering with applied backing
- no rear lighting is to be installed under awnings
- no signage or graphic material on any sloped, curved or vertical portion of an awning other than on a drop, as described above



HANGING SIGNS/BLADE SIGNAGE

Hanging signs are permitted subject to the following:

- minimum clearance of 2.4 metres from grade
- maximum area of 0.5 square metres
- mounted within the frontage of the premises, or over, awnings and canopies
- Ground floor retail should include one blade sign to provide wayfinding at the pedestrian level.

WINDOW SIGNS

Window signs are permitted subject to the following:

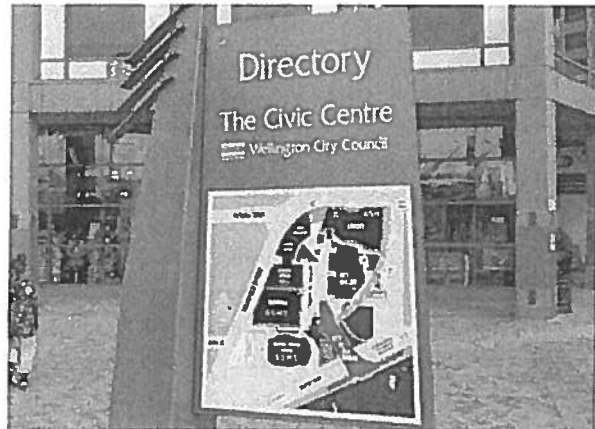
- maximum area 0.5 square metres
- paper, cardboard, plastic or fabrics are not permitted for window sign construction with the exception of cut-out vinyl surface applied to inside of glazing
- no back-lit signs, displays, or product machines may be visible through store windows
- neon is acceptable when installed on the inside of glazing



BUILDING DIRECTORIES

Directories are permitted subject to the following:

- maximum area of 10 square metre
- located at the front entrance of building
- directories should take into consideration the community brand



NUMBER OF SIGNS

A maximum of one sign per 8m is permitted per business



LIGHTING

Signs may incorporate front-lighting for their illumination and limited use of rear lighting provided it is restricted to:

- individually-incised, plastic or glass letters or symbols mounted in a solid, opaque sign face
- individual halo-lit lettering or symbols mounted on a solid, opaque background
- neon illuminated signs

MATERIALS

Exposed surfaces of signs may be constructed of any material with the exception of fibreglass, plywood and particle board.

COLOUR

Signage colour must be coordinated with the materials and colours of the building façade with which it is associated.

HEIGHT

Signs must be located no higher than the finished second floor level of a commercial building. Signs located over pedestrian areas or sidewalks shall have a minimum clearance of 2.4 m from grade.

LETTERING

The maximum permitted lettering size on any sign is 450-600 mm. Symbols are encouraged depicting the nature of the business occupation in the premises.

SANDWICH BOARD SIGNS

Sandwich boards signs shall be constructed of wood or metal. Each of the two panels shall be no larger than 1m².

EXCLUSIONS

Commercial signage types that are not permitted include:

- pylon signs
- back-lit sign boxes
- billboards
- revolving signs*
- banners, pennants, bunting, flags (other than national, provincial, municipal flags), balloons or other gas filled inflatable devices
- roof signs
- changeable, copy signs

*Revolving signs may be considered but are dependent on the discretion of the review team and rationale for the sign.

2.3.5 OFFICE SIGNAGE

Any office tenancy signage requests should be directed to the design review team.

2.4 GREEN BUILDING GUIDELINES

2.4.1 INTENT

The purpose of the Green Building Guidelines is to encourage innovation and excellence in sustainable design, and create an exemplary new community that demonstrates best practices in Alberta. This section identifies the Green Building guidelines and requirements which are key to achieving the University District's overall sustainability objectives, as outlined in Chapter 9 of the Outline Plan document and Leadership in Energy and Environmental Design for Neighbourhood Development (LEED-ND) certification.

It is important to note that the requirements outlined below are minimum requirements, and can be exceeded at the discretion of the party developing the parcel.

The requirements may differ depending on product type being developed, so it is important that the Applicant is cognizant of the requirements associated with their planned development. The following outlines the requirements based on built form type:

REQUIREMENTS:

Residential / Mixed Use*

*Mixed-use may qualify under this category when the retail component is less than 50% of the conditioned space.

- Sustainability Statement
- Green Building Checklist (LEED-ND Requirements)
- BUILT GREEN certification (Gold) or Leadership in Energy and Environmental Design - New Construction (LEED-NC) Silver certification**

Office / Commercial

- Sustainability Statement
- Green Building Checklist (LEED-ND Requirements)
- Leadership in Energy and Environmental Design - New Construction (LEED-NC) Silver certification or equivalent**

**An alternate rating system may be considered if an Applicant can provide credible rationale to support.

It should be noted that if a District Energy System is pursued for the University District community, connections will be mandatory for those parcels identified for system connection.

2.4.2 IMPLEMENTATION

All developers are required to submit a Sustainability Statement and Green Building Checklist for the LEED-ND requirements. These two items are discussed in detail below:

Sustainability Statement: This statement is a brief narrative, typically 500-1000 words in length, that provides a general description of the project (e.g. building type, size, use) and a summary of the green building features. This statement can apply to the development of a single building or group of buildings. During the course of design development and construction, the Applicant's Project Architect (or other responsible party) will be in charge of ensuring that the project remains in alignment with the Sustainability Statement, and will be responsible for reporting the progress to the West Campus Development Trust at the Design Review Process Close-Out stage.

Green Building Checklist: The Green Building Checklist is a series of checklists that have been included at the end of this section to assist in the implementation of the Green Building Guidelines which relate to the LEED-ND requirements. They identify these mandatory requirements and the necessary documentation associated. The LEED-ND requirements are described in section 2.4.3.

Depending on the development type (as identified 2.4.1) one of the following certifications must also be received:

CERTIFICATION:

BUILT GREEN Certification (Gold)

In addition to the Sustainability Statement and Green Building Checklist (LEED-ND requirements), all residential development must be BUILT GREEN Gold certified (or LEED-NC Silver). This can also apply to those mixed-use buildings with greater than 50% conditioned space for residential use. Documentation proving BUILT GREEN Gold certification is required at the Close Out stage of the Design Review Process as noted in section 1.2 of this document.

LEED-NC Silver Certification

In addition to the Sustainability Statement and Green Building Checklist for LEED-ND requirements, all commercial developments must be LEED-NC Silver certified. Documentation proving LEED-NC silver certification is required at the Close Out stage of the Design Review Process as noted in section 1.2 of this document. As noted previously, WCDDT may consider an alternate rating system if it can be demonstrated to be comparable in innovation and sustainable design.

2.4.3 LEED ND REQUIREMENTS

STORM WATER MANAGEMENT

All projects will be required to develop a plan that integrates the on-site stormwater management system with the neighbourhood wide stormwater management strategies, including controlling the rate and/or quantity of run-off. The overall University District community is required to retain 90.2% of all the rain that falls on site. This is both a LEED ND and City of Calgary target. The stormwater management plan shall include Best Management Practices (BMPs) selected from The Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume V, Runoff Treatment (2005 edition), or from a locally approved equivalent standard (if a local standard is used, then a description of its equivalency and of how the local standard more appropriately addresses local stormwater management shall be provided). Within the plan, BMPs shall be organized by infiltration, reuse, and/or evapotranspiration. The plan shall include operations and maintenance elements (season-specific elements included), as well as a site plan indicating the locations of BMPs and drainage areas.



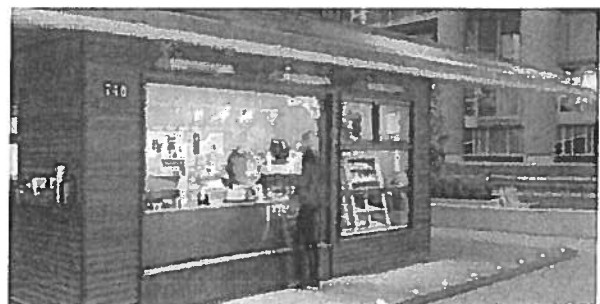
LIGHT POLLUTION REDUCTION

Lighting is required to meet the requirements outlined in Part 3 Division 4 in the Land Use Bylaw IP2007.

To reduce light pollution, projects shall also meet the following requirements:

- 1) In residential areas, at least 50% of the external luminaires will have fixture-integrated lighting controls that use motion sensors to reduce light levels by at least 50% when no activity has been detected for 15 minutes.
- 2) In shared areas (spaces and facilities dedicated to common use, whether they be publicly or privately owned):
 - All shared area lighting will have automatic controls that turn off exterior lighting either when there is sufficient daylight or when it is not needed during nighttime hours; these lights must meet the total exterior lighting power allowance requirements in Table 3 (See Appendix 3).
 - All shared area lighting will meet the light trespass requirements of the adjacent lighting zone, as per Table 1 and Table 2 (See Appendix 3).
 - All shared area lighting will meet the uplight limitations of the most stringent lighting zone within or adjacent to the project.
 - All non-exempt shared area lighting will meet the total lighting power density (LPD) requirements of the applicable lighting zone.

Compliance with the light trespass requirements may alternatively be met by using only luminaires that comply with Table 4 (See Appendix 3) ratings for backlight and glare.



WASTE, RECYCLING, AND COMPOST COLLECTION

LEED 2009 G1Bc16

Provide for collection and removal of domestic paper, cardboard, plastic, glass, and metal recyclables. Recycling storage space shall be designed in accordance with the City of Calgary's current Waste & Recycling Service Requirements.

A collection point shall be planned for composting materials. Implementation of compost collection will occur at such time as the City of Calgary opens a compost facility.

BICYCLE PARKING AND STORAGE **LEED 2009 S1Lc4**

Provide enclosed facilities for storing and/or securing bicycles as specified below or as per Land Use Bylaw IP2007 (whichever is greater):

For **multi-unit residential buildings** (consisting of 4 or more residential units sharing a common entry), provide bike storage for 30% of planned occupancy, and 1 outdoor bike rack per 10 units (minimum 4 per site).

For **retail**, provide bike storage for 10% of retail worker planned occupancy, and 1 outdoor bike rack per 5,000 feet of retail space (minimum 1 per business or 4 per site, whichever is greater). At least one on site shower with changing facility shall be provided for any development with 100 or more workers, with an additional shower for every 150 new workers thereafter.

For **nonresidential** other than retail, provide bike storage for 10% of planned occupancy, and 1 outdoor bike rack per 10,000 feet of non-retail space (minimum 4 per building). At least one on site shower with changing facility shall be provided for any development with 100 or more workers with an additional shower for every 150 new workers thereafter.

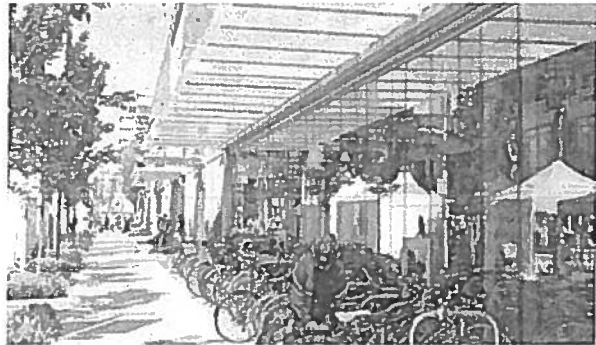
Enclosed bicycle storage shall be secured and informational signage on using the storage facilities shall be provided to residents and/or workers.

Provide unsecure bicycle parking (bicycle parking Class 2) as per the Land Use Bylaw IP2007. Unsecure bicycle parking shall include the following features:

- Clearly visible from primary entrance of building served
- Night lighting
- Protected from damage from motor vehicles

- Located within 30 m of building served, including proportionate distribution of spaces within 30 m of multiple entries to a single building.

A bicycle repair station may be provided within the building.



PARKING **LEED 2009 NPDC5** **LEED 2009 NPDC8**

For non-residential and multi-unit residential buildings, either do not build new off-street parking lots, or locate all new off-street parking lots at the side or rear of buildings, leaving building frontages facing streets free of surface parking lots.

As per LEED-ND criteria no more than 20% of the total development footprint area of each parcel can be used for all new off-street surface parking facilities, and no individual surface parking lots larger than 2 acres. Surface parking includes ground-level garages unless they are under habitable building space. Underground or multi story parking facilities can be used to provide additional capacity, and on street parking spaces are exempt from this limitation.

There are no areas within the West Campus community which allow for this amount of permanent surface parking. Parking should follow the guidelines set out in section 2.1.3 Building Form.



Carpool and/or shared use vehicle parking spaces equivalent to 10% of the total automobile parking for each nonresidential and mixed-use building on the site shall be provided. Signage indicating such parking spots shall be provided, and the parking spots shall be within 60 m of entrances to the buildings served.

WATER EFFICIENCY REQUIREMENTS FOR ALL BUILDINGS

G1Bn3 **G1Bc3**

- **Residential:** All residential buildings must achieve a 40% water savings compared to the following baseline numbers:
 - » **Toilet:** 6.0 LPF at 414 kPa
 - » **Bathroom faucet:** 8.3 LPM at 414 kPa
 - » **Kitchen faucet:** 8.3 LPM at 414 kPa
 - » **Showerhead:** 9.5 LPM at 552 kPa per shower stall
- **Nonresidential:** All nonresidential buildings must achieve a 40% water savings compared to the following baseline numbers:
 - » **Toilet:** 6.0 LPF (except blow-out fixtures: 13.2 LPF)
 - » **Urinal:** 3.8 LPF
 - » **Bathroom faucet (private, i.e. hotel rooms):** 8.3 LPM at 414 kPa
 - » **Bathroom faucet (all other non-private):** 1.9 LPM at 414 kPa
 - » **Bathroom faucet (metering faucets):** 0.95 L per cycle
 - » **Pre-rinse spray valve (for food service):** flow rate equal to or less than 6.0 LPM

WATER EFFICIENT LANDSCAPING **G1Bc4**

Reduce water consumption for outdoor landscape irrigation by 50% below the midsummer baseline case, as defined by the Landscape Architect (or other responsible authority) for the parcel after the 18 month plant establishment period. The following strategies should be used:

Design and install a water-efficient irrigation system that includes an automated controller, rain or soil sensors, and a pressure regulator. For non-grass areas use a micro- or drip-feed irrigation system. Maximize the use of drought Tolerant Plants suitable for Calgary's zone 3 plant hardiness climate, to be used in landscaped areas where appropriate.

Consider the microclimatic conditions at each site and group plants with similar needs together.

Do not mound or slope planting beds, which can decrease the water absorption during irrigation or during a rainfall.

Provide a nutrient-rich water retentive and well-drained soil mix of sufficient depth in the planting beds.

Consider planting in rain gardens, stormwater infiltration areas and bio-retention areas to reduce irrigation requirements.

Planting beds are to be mulched to a 75 mm depth to reduce loss of water by evaporation.

Grass coverage is not to exceed a maximum of 50% of the total soft and/or vegetated landscaped area within the property line.

Pervious paving specified for a minimum of 50% of all hard surfaces, including driving surfaces, decks, and patios that reside over soils (not over parkade slab). Impervious surfaces that are clearly drained to a pervious area of landscaping or to storage for irrigation use can be included in the 50% calculation.

ENERGY EFFICIENCY REQUIREMENTS FOR ALL BUILDINGS



- All buildings 4 storeys and higher are required to achieve a 26% energy cost savings when compared to ASHRAE 90.1-2007, using the Performance Rating Method outlined in Appendix G of the Standard.
- All buildings 3 storeys and lower are required to meet a Home Energy Rating System (HERS) index score of 75 or an EnerGuide Rating System (ERS) index score of 82. *required to demonstrate

ENERGY MODELING

All buildings shall undertake an energy modeling study early in the design process. The energy modeling results should include heating and cooling loads, annual energy use and energy cost, peak electric demand, percentage improvement against ASHRAE 90.1 2007, carbon emissions, and impacts on daylighting

The energy modeling study should include the following, where applicable:

- Passive heating, cooling, and ventilation strategies
- Massing and orientation for maximum access to daylight and minimum demand for heating and/or cooling
- Renewable energy opportunities
- HVAC system types
- Daylight analysis and associated lighting and cooling energy savings
- Envelope R-value (roof, wall and glazing)
- Impact of reduced glass area if window to wall ratio exceeds 40%

As per the design review process outlined in Part 1, developers will be required to submit an Energy Model (summary and output files) at the design review stage.

EROSION AND SEDIMENTATION CONTROL

The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) that are either selected from the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume II, Construction Stormwater Pollution Prevention (2005), or from a more stringent agency standard (if an alternative standard is used, a description of it's greater stringency shall be provided). The ESC plan shall list the BMPs employed and describe how the following objectives will be accomplished:

- Prevent loss of soil during construction by stormwater runoff and/or wind erosion, including but not limited to stockpiling of topsoil for reuse.
- Prevent sedimentation of any affected stormwater conveyance systems or receiving streams.
- Prevent polluting the air with dust and particulate matter.
- In addition, the ESC plan shall describe how the project team will do the following:
 - Preserve vegetation and mark clearing limits.
 - Establish and delineate construction access.
 - Control flow rates
 - Install sediment controls.
 - Stabilize soils.
 - Protect slopes.
 - Protect drain inlets.
 - Stabilize channels and outlets
 - Control pollutants.
 - Control dewatering.
 - Maintain the BMPs.
- Manage the erosion and sedimentation control plan.

WASTE MANAGEMENT PLAN

A construction waste management plan shall be provided to ensure a minimum of 50% diversion of nonhazardous construction and demolition debris (excluding excavated soil and land-clearing debris) by weight from the landfill, including provision for waste separation.

MARKET TRANSFORMATION- LEED-ND INNOVATION

Hold a green building goal setting workshop with the developer, design consultants, and contractor to review and develop strategies for achieving the Green Building Guidelines on a parcel by parcel basis.

Educate the homeowner by developing a homeowner's manual that describes all of the sustainable features of the project and instructs the homeowner of their proper use. This manual should be included in record drawings or in a way that is accessible beyond the first generation of homeowner.

Educate sales staff by developing marketing materials based on the environmental performance of the project and ensure that the sales staff is knowledgeable about the green building features.

SITE STRATEGIES CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Storm Water Management Storm Water Management Plan provided?	
Light Pollution Reduction Lighting schedule and site plan showing exterior lighting fixtures?	
Recycling and Compost Collection - Collection of domestic paper, cardboard, plastic, glass, and metal recyclables	
Recycling Collection - Central recycling collection point in each building	
Compost Collection - Central composting collection point in each building Drawings show recycling/compost collection space?	
Bicycle Parking and Storage - Residential	
Bicycle Parking and Storage - Retail	
Bicycle Parking and Storage - Nonresidential Drawings show bicycle parking by user type, with distances to building entries, and on site shower locations?	
Parking - Off Street	
Parking - 20% or Less of Total Development Footprint Area	
Parking - Carpool and / or Shared Use Drawings show carpool and/or shared use vehicle parking and distances to building entries?	

DESIRED	
Bicycle Parking and Storage - Bike Repair Station	
Electric Vehicle Charging - Residents	
Electric Vehicle Charging - Visitors	

WATER EFFICIENCY CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Water Efficiency Requirements for All Buildings - Residential	
Water Efficiency Requirements for All Buildings - Nonresidential Table provided demonstrating fixture selections meet water efficiency requirements?	
Water Efficient Landscaping	

ENERGY AND ATMOSPHERIC IMPACTS CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Energy Efficiency Requirements for All Buildings - 4 storeys and above	
Energy Efficiency Requirements for All Buildings - 3 storeys and below	
Energy Modeling Preliminary energy model (summary and output files) provided? Final energy model (summary and output files) provided?	

CONSTRUCTION ACTIVITIES AND WASTE REDUCTION CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Erosion and Sedimentation Control	
Waste Management Plan ESC plan provided?	

INNOVATION CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Market Transformation - Green Building Workshop	
Market Transformation - Homeowner's Manual	
Market Transformation - Educate Sales Staff	

SUMMARY OF LEED-ND REQUIREMENTS AND INTEGRATION

RESIDENTIAL

GREEN BUILDING GUIDELINES	LEED-ND	CITY OF CALGARY
Storm Water Management	90.2% rainwater retention - City Target for the Development (SMDP)	90.2% rainwater retention - City Target for the Development (SMDP)
Light Pollution Reduction	Residential: 50% external luminaires have fixture integrated lighting controls that use motion sensors to reduce light levels by 50% when no activity detected for 15 mins. Shared Spaces: automatic controls which turn off with sufficient daylight, meet light trespass requirements, meet uplight limitations and non-exempt shared lighting will meet the total lighting power density requirements of the applicable lighting zone. See Appendix 3.	City of Calgary requirements do not specify motion sensors. Do not allow backlit above horizontal plane unless meets certain criteria. See Part 3, Division 4 Lighting Rules of Land Use Bylaw
Waste Recycling & Compost Collection	Provide for collection and removal of domestic paper, cardboard, plastic, glass, and metal recyclables. Recycling storage space shall be designed in accordance with the City of Calgary's current Waste & Recycling Service Requirements. A collection point shall be planned for composting materials. Implementation of compost collection will occur at such time as the City of Calgary opens a compost facility.	City of Calgary requirement for on-site recycling of all multi-family as of February 1, 2016.
Bike Pkg & Storage: Residential (M-2, MH-1 & MH-2) - enclosed facilities	provide for 30% planned occupancy, enclosed	0.5 stalls per unit (enclosed)
Bike Pkg & Storage: Residential (M-G, MH-1 & MH-2) - outdoor	1 rack per 10 units outdoor	0.1 stalls per unit (City)
Bike Pkg & Storage: Retail - enclosed	10% planned occupancy	1.0 stalls per 1000m ² gross usable floor area
Bike Pkg & Storage: Retail - outdoor	1 bike rack per 5000 ft ² of retail space. One site shower with changing facility for any development with 100 or more workers.	1.0 stalls per 1000m ² gross usable floor area
Parking	Any surface visitor parking should be side or rear of building. This surface parking cannot exceed 20% of the site area.	Parking - as per City bylaw and no specification on location. Amount of stalls can be reduced with provision of bike parking and shower facilities over bylaw amount
Water Efficiency: Residential	40% savings of baseline. At 414 kPa-Toilets 6.0 LPF, Bathroom Faucet: 8.3 LPM, Kitchen Faucet: 8.3 LPM and showerhead 9.5 LPM at 552 kPa per shower stall)	Promotion of water efficient fixtures.
Energy Efficiency (M-2, MH-1, MH-2, C-COR1, C-O)	26% energy cost savings (ASHRAE 90.1-2007, submit energy model)	

	BUILT GREEN - HIGH DENSITY	LEED NC	HOW DOCUMENTATION TO BE PROVIDED
	Specification not provided - but option for stormwater management points include: 2.2.26 Green roof, 6.2.1 permeable paving, 6.2.2 Impermeable hardscape directed to on-site infiltration feature, 6.2.7 irrigation 6.3.2 rainwater collection cistern	New requirements for this credit a minimum of 95% (Credit: Rainwater Management)	Provided as part of drawings submitted/Builder to provide copy of DSSP for WCDD records
	1.7.1 Exterior lighting follows IESNA luminance requirements - lighting for exterior environments, 1.7.6 Install interior motion sensor light switches in over 25%, 50% or 75% of all common interior spaces, 1.7.7 Install interior motion sensor light switches in each dwelling unit, 1.7.8 install lighting with an automation control system capable of unified automation control of lighting loads for all common areas.	Residential: 50% external luminaries have fixture integrated lighting controls that use motion sensors to reduce light levels by 50% when no activity detected for 15 mins. Shared Spaces: automatic controls which turn off with sufficient daylight, meet light trespass requirements, meet uplight limitations and non-exempt shared lighting will meet the total lighting power density requirements of the applicable lighting zone. See Appendix 3.	Documentation provided as part of drawings submitted.
	City of Calgary requirement for on-site recycling of all multi-family as of February 1, 2016	Provide dedicated areas accessible to waste haulers and building occupants for the collection and storage of recyclable materials for the entire building. Collection and storage areas may be separate locations. Recyclable materials must include mixed paper, corrugated cardboard, glass, plastics, and metals. Take appropriate measures for the safe collection, storage, and disposal of two of the following: batteries, mercury-containing lamps, and electronic waste (Credit: Storage & Collection of Recyclables).	Recycling facilities to be indicated in drawings submitted
	7.2.8 (i) Provide permanent bicycle storage on site which is convenient, secured & sheltered.	short term 25% visitors, long term 30% building occupants	Bicycle parking on plans submitted
	0.1 stalls per unit (City)	0.1 stalls per unit (City)	Bicycle parking on plans submitted
	1.0 stalls per 1000m ² gross usable floor area (City). Credit 7.2.8 (i) Provide permanent bicycle storage on site which is convenient, secured & sheltered.	short term 25% visitors, long term 5% building occupants	Bicycle parking on plans submitted
	0 stalls per 1000m ² gross usable floor area (City)	No outdoor parking specified	Bicycle parking on plans submitted
	No parking credits specified	Credit "Reduced Parking Footprint" doesn't address surface parking but reduced parking ratios.	Parking indicated on plans submitted
	Toilets: 6.1.3 less than or equal 3LPM, 6.1.6: bathroom faucet less than 5.7 lpm, and kitchen less than 6.8 lpm, shower less than 7.5 lpm	40% savings of baseline. At 414 kPa Toilets 6.0 LPM, Bathroom Faucet: 8.3 LPM, Kitchen Faucet 8.3 LPM and showerhead 9.5 LPM at 552 kPa per shower stall)	Developer to provide statement of commitment in Sustainability Statement to 40% water savings from baseline.
	Energy Modelling Required, 35% over ASHRAE required for Gold	Use ASHRAE 2010 - Whole building simulation 5% above ASHRAE 2010, or ASHRAE 50% Advanced Energy Design Guide - or demonstrate a 5% improvement on the National Building Code 2011	Developer to provide energy model

RESIDENTIAL (continued)

GREEN BUILDING GUIDELINES	LEED-ND	CITY OF CALGARY	
Energy Efficiency (M/G)	Home energy Rating system of 75 or EnerGuide Rating System of 82; submit energy model		
Erosion & Sediment Control	<p>"Requirements have been evaluated by our engineers as equivalent to City of Calgary requirements. The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) that are either selected from the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume II, Construction Stormwater Pollution Prevention (2005), or from a more stringent agency standard (if an alternative standard is used, a description of it's greater stringency shall be provided). The ESC plan shall list the BMPs employed and describe how the following objectives will be accomplished: Prevent loss of soil during construction by stormwater runoff and/or wind erosion, including but not limited to stockpiling of topsoil for reuse, Prevent sedimentation of any affected stormwater conveyance systems or receiving streams, Prevent polluting the air with dust and particulate matter, in addition, the ESC plan shall describe how the project team will do the following: Preserve vegetation and mark clearing limits, Establish and delineate construction access, Control flow rates, Install sediment controls, Stabilize soils, Protect slopes, Protect drain inlets, Stabilize channels and outlets, Control pollutants, Control dewatering, Maintain the BMPs, Manage the erosion and sedimentation control plan."</p>	<p>"Requirements have been evaluated by our engineers as equivalent to City of Calgary requirements. The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) silt drain inlets, Stabilize channels and outlets, Control pollutants, Control dewatering, Maintain the BMPs, Manage the erosion and sedimentation control plan."</p>	
Waste Management Plan	Recycle and/or salvage at least 50% of nonhazardous construction and demolition debris. Develop and implement a construction waste management plan that, at a minimum, identifies the materials to be diverted from disposal and specifies whether the materials will be stored on-site or commingled.		
LEED-ND Innovation	Green building goal setting workshop, homeowner's manual re: sustainable features, educate sales staff re: environmental performance		
Water Efficient Landscaping	Reduce water consumption for outdoor landscape irrigation by 50% below midsummer baseline case after the 18 month plant establishment period.		

	BUILT GREEN - HIGH DENSITY	LEED NC	HOW DOCUMENTATION TO BE PROVIDED
	Energy Modeling Required: Minimum overall 75 EnerGuide - minimum EnerGuide for Gold 80.	Achieve the HERS target of 70 or better or Meet Energy Star Version 3 Requirements. A HERS of 70 is higher than the 75 identified for LEED-ND.	Developer to provide energy model
	No ESC outside City criteria identified.	Create and implement an erosion sediment control plan for all construction activities (Construction Activity Pollution Prevention - Prerequisite)	Developer to provide copy of ESC for WCDT records
	5.1 Comprehensive recycling program during site construction. 5.4 Minimum 25%, 50%, 75% or 90% by weight or volume of waste materials collected from construction site diverted from waste stream.	50% of three material streams or 75% of four material streams (Construction & Demolition Waste Management Credit). Examples of material streams could include: wood, concrete/asphalt, metals etc.)	Developers to provide Waste Management Plan
	7.3.1 Builder provides BUILT Green owner manual, checklist and educational walkthrough.	Innovation Credit: Green Building Education	Developers to provide copy of Homeowners Manual once completed.
	6.2.4 Provide list of drought tolerant plants and copy of local municipality water usage guide to building manager/occupants with closing package. 6.2.6 Provide permeable landscaping that is water efficient, xeriscaped or is plant free. 6.2.7 Install efficient irrigation technology.	Outdoor Water Use Reduction credit Reduce water consumption for outdoor landscape irrigation by 50% below midsummer baseline case after the 18 month plant establishment period.	Provide commitment to achieving in sustainability statement.

SUMMARY OF LEED-ND REQUIREMENTS AND INTEGRATION

COMMERCIAL

GREEN BUILDING GUIDELINES	LEED-ND	CITY OF CALGARY
Storm Water Management	90.2% rainwater retention - City Target for the Development (SMDD)	90.2% rainwater retention - City Target for the Development (SMDD)
Light Pollution Reduction	Residential: 80% external luminaires have fixture integrated lighting controls that use motion sensors to reduce light levels by 50% when no activity detected for 15 mins. Shared Spaces: automatic controls which turn off with sufficient daylight, meet light trespass requirements, meet uplight limitations	City of Calgary requirements do not specify motion sensors. Do not allow backlit above horizontal plane unless meets certain criteria. See Part 3, Division 4 Lighting Rules of Land Use Bylaw
Waste Recycling & Compost Collection	Provide for collection and removal of domestic paper, cardboard, plastic, glass, and metal recyclables. Recycling storage space shall be designed in accordance with the City of Calgary's current Waste & Recycling Service Requirements. A collection point shall be planned for composting materials. Implementation of compost collection will occur at such time as the City of Calgary opens a compost facility.	Collection & Removal of Recycling
Bike Pkg & Storage: Retail - enclosed	10% planned occupancy	10 stalls per 1000m ² gross usable floor area
Bike Pkg & Storage: Retail - outdoor	1 bike rack per 5000 ft ² of retail space. One site shower with changing facility for any development with 100 or more workers.	10 stalls per 1000m ² gross usable floor area
Bike Pkg & Storage: NonResidential - enclosed	10% planned occupancy	10 stalls per 1000m ² gross usable floor area
Bike Pkg & Storage: NonResidential - outdoor	1 rack per 10000 ft ² . One site shower for any developer with 100 or more workers.	10 stalls per 1000m ² gross usable floor area
Parking	Any surface visitor parking should be side or rear of building. This surface parking cannot exceed 20% of the site area.	Parking - as per City bylaw and no specification on location. Amount of stalls can be reduced with provision of bike parking and shower facilities over bylaw amount
Carpool/Shared (C-O & C-COR)	10% Shared Parking	The City promotes but does not require.
Water Efficiency: NonResidential (Office/Retail)	40% savings of baseline: At 41.1 lPa Toilets 6.0 LPF, Urinal 3.8 LPF, Bathroom Faucet (private - hotel) 8.3 LPM, Bathroom Faucet metered: 0.95 L per cycle, Kitchen Faucet 8.3 LPM and shower-head 9.5 LPM at 552 kPa per shower stall)	Promotion of water efficient fixtures.
Energy Efficiency (M-2, MH-1, MH-2, C-COR, C-O)	26% energy cost savings (ASHRAE 90.1-2007, submit energy model)	Current building code.

	LEED NC	HOW DOCUMENTATION TO BE PROVIDED
	New requirements for this credit a minimum of 95% (Credit: Rainwater Management)	Provided as part of drawings submitted/Builder to provide copy of DSSP for WCDT records
	Residential: 50% external luminaires have fixture-integrated lighting controls that use motion sensors to reduce light levels by 50% when no activity detected for 15 mins. Shared Spaces: automatic controls which turn off with sufficient daylight, meet light trespass requirements, meet uplight limitations	Documentation provided as part of drawings submitted.
	Provide dedicated areas accessible to waste haulers and building occupants for the collection and storage of recyclable materials for the entire building. Collection and storage areas may be separate locations. Recyclable materials must include mixed paper, corrugated cardboard, glass, plastics, and metals. Take appropriate measures for the safe collection, storage, and disposal of two of the following: batteries, mercury-containing lamps, and electronic waste. (Credit: Storage & Collection of Recyclables)	Recycling facilities will be identified in drawings submitted
	short term 2.5% visitors, long term 5% building occupants	Bicycle parking on plans submitted
	No outdoor parking specified	Bicycle parking on plans submitted
	short term 2.5% visitors, long term 5% building occupants	Bicycle parking on plans submitted
	No outdoor parking specified	Bicycle parking on plans submitted
	Credit 'Reduced Parking Footprint' doesn't address surface parking but reduced parking ratios.	Parking indicated on plans submitted
	On-street preferred parking for carpools for 5%	Parking indicated on plans submitted.
	40% savings of baseline: At 4.1 kPa Toilets 6.0 LPF, Urinal 3.8 LPF, Bathroom Faucet (private - hotel): 8.3 LPM, Bathroom Faucet metered: 0.95 L per cycle. Kitchen Faucet 8.3 LPM and showerhead 9.5 LPM at 552 kPa per shower stall)	Developer to provide statement of commitment in sustainability statement to 40% water savings from baseline.
	Use ASHRAE 2010 - Whole building simulation 5% above ASHRAE 2010, or ASHRAE 50% Advanced Energy Design Guide - or demonstrate a 5% improvement on the National Building Code 2011	Developer to provide energy model

COMMERCIAL (continued)

GREEN BUILDING GUIDELINES	LEED-ND	CITY OF CALGARY	
Erosion & Sediment Control	<p>Requirements have been evaluated by our engineers as equivalent to City of Calgary requirements. The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) that are either selected from the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume II, Construction Stormwater Pollution Prevention (2005), or from a more stringent agency standard (if an alternative standard is used, a description of it's greater stringency shall be provided). The ESC plan shall list the BMPs employed and describe how the following objectives will be accomplished: Prevent loss of soil during construction by stormwater runoff and/or wind erosion, including but not limited to stockpiling of topsoil for reuse, Prevent sedimentation of any affected stormwater conveyance systems or receiving streams, Prevent polluting the air with dust and particulate matter. In addition, the ESC plan shall describe how the project team will do the following: Preserve vegetation and mark clearing limits, Establish and delineate construction access, Control flow rates, Install sediment controls, Stabilize soils, Protect slopes, Protect drain inlets, Stabilize channels and outlets, Control pollutants, Control dewatering, Maintain the BMPs, Manage the erosion and sedimentation control plan.</p>	<p>Requirements have been evaluated by our engineers as equivalent to City of Calgary requirements. The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) that are either selected from the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume II, Construction Stormwater Pollution Prevention (2005), or from a more stringent agency standard (if an alternative standard is used, a description of it's greater stringency shall be provided). The ESC plan shall list the BMPs employed and describe how the following objectives will be accomplished: Prevent loss of soil during construction by stormwater runoff and/or wind erosion, including but not limited to stockpiling of topsoil for reuse, Prevent sedimentation of any affected stormwater conveyance systems or receiving streams, Prevent polluting the air with dust and particulate matter. In addition, the ESC plan shall describe how the project team will do the following: Preserve vegetation and mark clearing limits, Establish and delineate construction access, Control flow rates, Install sediment controls, Stabilize soils, Protect slopes, Protect drain inlets, Stabilize channels and outlets, Control pollutants, Control dewatering, Maintain the BMPs, Manage the erosion and sedimentation control plan.</p>	
Waste Management Plan			
LEED-ND Innovation	<p>Recycle and/or salvage at least 50% of nonhazardous construction and demolition debris. Develop and implement a construction waste management plan that, at a minimum, identifies the materials to be diverted from disposal and specifies whether the materials will be stored on-site or commingled.</p>		
LEED PLATINUM, ADDS	<p>Green building goal setting workshop, homeowner's manual re: sustainable features, educate sales staff re: environmental performance</p>		
Water Efficient Landscaping	<p>Reduce water consumption for outdoor landscape irrigation by 50% below midsummer baseline case after the 18 month plant establishment period.</p>		

	LEED NC	HOW DOCUMENTATION TO BE PROVIDED
	Create and implement an erosion sediment control plan for all construction activities (Construction Activity Pollution Prevention - Prerequisite)	Developer to provide copy of ESC for WCDT records
	50% of three material streams or 75% of four material streams (Construction & Demolition Waste Management Credit). Examples of material streams could include: wood, concrete/asphalt, metals etc.)	Developers to provide Waste Management Plan
	Green building goal setting workshop, homeowner's manual re: sustainable features, educate sales staff re: environmental performance (innovation credit)	Developers to provide copy of Homeowners Manual once completed.
	Outdoor Water Use Reduction credit. Reduce water consumption for outdoor landscape irrigation by 50% below midsummer baseline case after the 15 month plant establishment period.	Provide commitment to achieving in sustainability statement.

APPENDIX 1
THE DIRECT CONTROL DISTRICTS

BYLAW NUMBER 11D2017

**BEING A BYLAW OF THE CITY OF CALGARY
TO AMEND THE LAND USE BYLAW 1P2007
(LAND USE AMENDMENT LOC2016-0050)

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the Municipal Government Act, R.S.A. 2000, c.M-26 as amended;

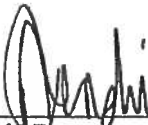
NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".
2. This Bylaw comes into force on the date it is passed.


READ A FIRST TIME THIS 17TH DAY OF JANUARY, 2017.

READ A SECOND TIME THIS 17TH DAY OF JANUARY, 2017.

READ A THIRD TIME THIS 17TH DAY OF JANUARY, 2017.

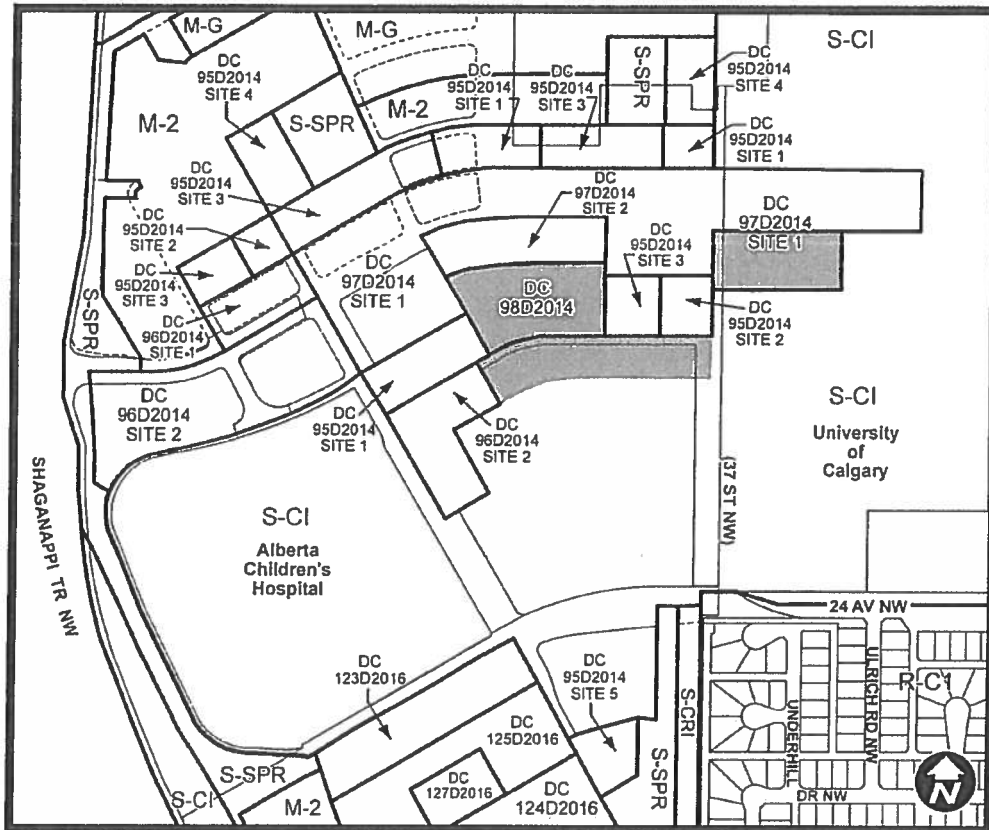


MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.

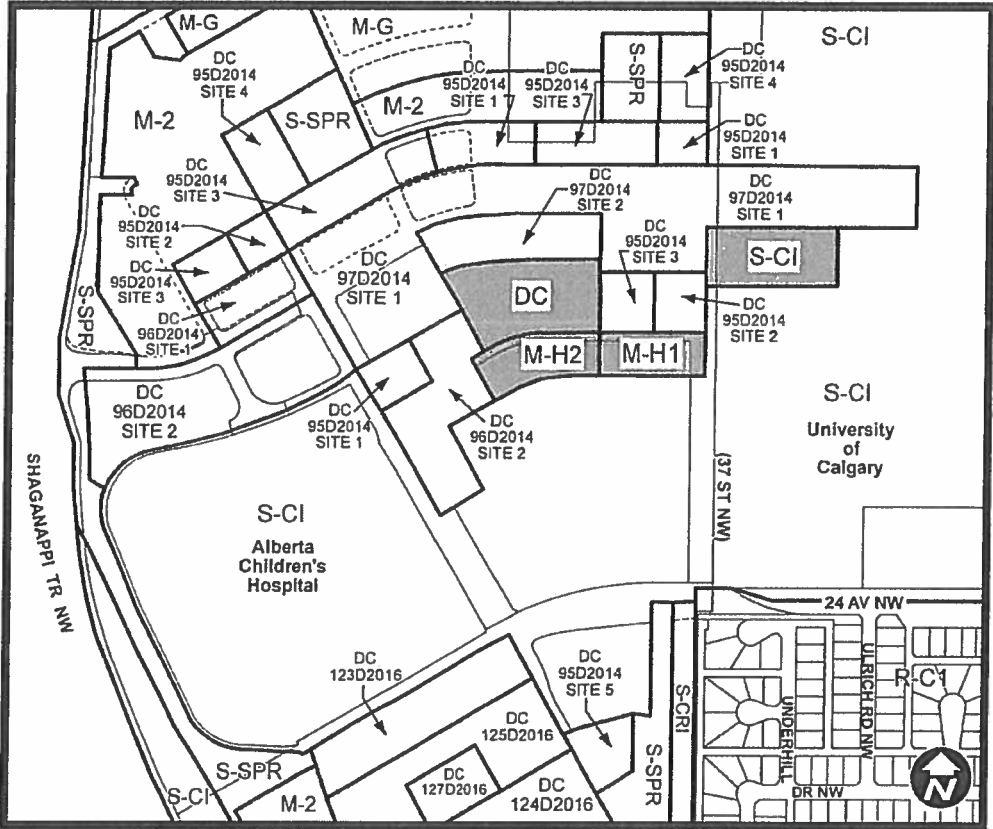


ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

SCHEDULE A



SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

- 1 This Direct Control District is intended to:
 - (a) provide for **Parks**, open space, park utility facilities, and recreation facilities;
 - (b) allow for *uses* which complement the open space nature of the **Park** while facilitating events and activities that add to the overall vibrancy of the community;
 - (c) allow for the incorporation of below *grade* parking in the central **Park** open space if the site is not dedicated as a Municipal Reserve;

AMENDMENT LOC2016-0050
BYLAW NUMBER 11D2017

- (d) allow for options in creation of the **Park** as either Municipal Reserve or as a publically accessible **Park** space provided through a means other than a Municipal Reserve; and
- (e) allow **building** of an appropriate size and with beneficial **uses** that are sited and designed to be integrated in a manner that is complimentary within the **Park**.

Compliance with Bylaw 1P2007

- 2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

- 3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Permitted Uses

- 4 The following **uses** are **permitted uses** in this Direct Control District:

- (a) **Market;**
- (b) **Market Minor;**
- (c) **Natural Area;**
- (d) **Outdoor Recreation Area;**
- (e) **Park;**
- (f) **Park Maintenance Facility – Small;**
- (g) **Parking Lot – Structure;**
- (h) **Power Generation Facility – Small;**
- (i) **Sign – Class A; and**
- (j) **Utilities.**

Discretionary Uses

- 5 The following **uses** are **discretionary uses** in this Direct Control District:

- (a) **Artist's Studio;**
- (b) **Child Care Service;**
- (c) **Convenience Food Store;**
- (d) **Community Entrance Feature;**
- (e) **Community Recreation Facility;**
- (f) **Fitness Centre;**
- (g) **Food Kiosk;**
- (h) **Indoor Recreation Facility;**
- (i) **Information and Service Provider;**
- (j) **Library;**
- (k) **Museum;**
- (l) **Outdoor Café;**
- (m) **Restaurant: Food Service Only – Medium;**
- (n) **Restaurant: Food Service Only – Small;**

- (o) **Restaurant: Licensed - Medium;**
- (p) **Restaurant: Licensed - Small;**
- (q) **Retail and Consumer Service;**
- (r) **Parking Lot – Grade (temporary);**
- (s) **Special Function – Class 1;**
- (t) **Special Function – Class 2;**
- (u) **Social Organization;**
- (v) **Specialty Food Service;**
- (w) **Sign – Class B;**
- (x) **Sign – Class C;**
- (y) **Sign – Class D;**
- (z) **Sign – Class E;**
- (aa) **Take Out Food Service; and**
- (bb) **Utility Building.**

Bylaw 1P2007 District Rules

- 6 Unless otherwise specified, the General Rules for Special Purpose Land Use Districts of Bylaw 1P2007 apply in this Direct Control District.

Development Plans

- 7 Comprehensive plans must be submitted to the **Development Authority** as part of a **development permit** application. These comprehensive plans must show all proposed **buildings** for the central **Park** area; outdoor patio areas; lighting; **Park** furniture; finalized landscaping plans; and all sidewalk / pathway connections in addition to the requirements of Bylaw 1P2007.

Use Rules

- 8 Section 671, as amended, of the Municipal Government Act, pertaining to use of reserve land applies.

Front, Rear and Side Setback Area

- 9 The **setback area** from every **property line** must have a minimum depth of 3.0 metres.

Building Height

- 10 The maximum **building height** for any **building** within this Direct Control District is 10.0 metres.

Building Coverage

- 11 The maximum cumulative **building coverage** on the **parcel** is 1,500 square metres.

Landscaping In Setback Areas

- 12 All **uses** must provide a minimum of: 1.0 trees and 2.0 shrubs for every 45.0 square metres within all **setback areas**.

Access Requirements

- 13 (1) Every **building** on a **parcel** must have at least one sidewalk connecting the **public entrance** to a public sidewalk, or in the case where there is no public sidewalk, to the nearest **street**.

- (2) Where a **building** contains more than one **use**, every **use** that has an exterior **public entrance** must either:
 - (a) have a sidewalk connecting the **public entrance** to the sidewalk referenced in subsection (1); or
 - (b) have a sidewalk connecting that **public entrance** to a public sidewalk or to the nearest **street**.
- (3) Every **building** on the **parcel** must have at least one sidewalk connecting the parking area to the **public entrances** of the **building**.
- (4) Every sidewalk provided must:
 - (a) be a **hard surfaced landscaped area**;
 - (b) be a minimum width of 2.0 metres; and
 - (c) be raised above the surface of the parking area, when located in a parking area.

Parking Requirement

- 14 (1) The **Development Authority** may, upon request from the applicant, consider a relaxation of the required **motor vehicle parking stalls** and **visitor parking stalls** for a **development** where a parking study submitted as part of a **development permit** application demonstrates that the **motor vehicle parking stall** requirement or **visitor parking stall** requirements should vary from the requirements of this Direct Control District. This review will be subject to normal relaxation considerations as defined in Bylaw 1P2007 and may include provisions for shared management of **motor vehicle parking stalls** and **visitor parking stalls** when they are not occupied for their designated **uses**.
- (2) **Motor vehicle parking stalls** within a **Parking Lot - Structure** to be used for public access must be located beneath surface and may be used to satisfy minimum parking requirements for **uses** within this Direct Control District.

Discretionary Use That Does Not Comply

- 15 The **Development Authority** may approve a **development permit** application for a **discretionary use** where the proposed **development** does not comply with all of the applicable requirements and rules of this Direct Control District if in the opinion of the **Development Authority**:
- (a) the proposed **development** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring properties; and
 - (b) the proposed **development** conforms with a **use** prescribed by this Direct Control District for that land or **building**.

BYLAW NUMBER 12D2017

**BEING A BYLAW OF THE CITY OF CALGARY
TO AMEND THE LAND USE BYLAW 1P2007
(LAND USE AMENDMENT LOC2016-0050)

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the Municipal Government Act, R.S.A. 2000, c.M-26 as amended;

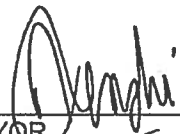
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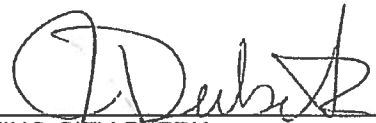
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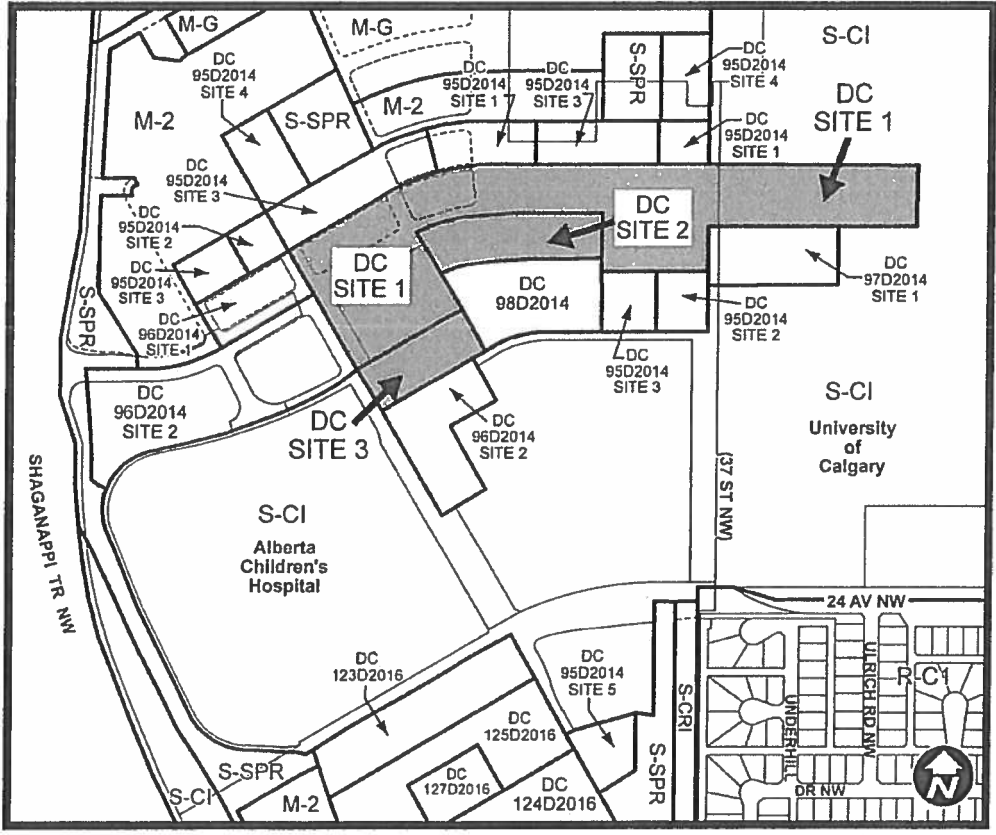


MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.



ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 This Direct Control District is intended to:

- (a) create a highly animated, urban, and compact high **street** environment for the main retail **street**,
- (b) establish a continuous commercial **street** wall on both sides of the **street**, allowing for visible access to open space amenities such as plazas and **Parks**, and clear breaks for **street** intersections;
- (c) create plazas and **Parks** to be inviting, easily accessible, and to have a relationship with abutting **uses** such as a restaurant or café;

AMENDMENT LOC2016-0050
BYLAW NUMBER 12D2017

- (d) prescribe **building setbacks** that will help to create a pedestrian oriented environment where **frontages** and entrances are close to the sidewalk and **street** in order to engage the public realm;
- (e) create a highly attractive, non-obstructive, and comfortable **street** environment for the pedestrian, considering: a balance of tree canopy for shade and sunny areas for café spill-over, the use of attractive and safe street paving, seating areas, and amenities such as bike racks and recycling bins;
- (f) allow for flexible and diverse community amenities, services and attractive destinations along the main retail **street**;
- (g) allow for a majority of retail oriented commercial **uses** on the ground floor of **buildings**;
- (h) allow for some commercial **uses** on the upper floors of **buildings**, in addition to **Office** and residential **uses**, to encourage a highly mixed-use environment;
- (i) establish a high proportion of glazing on the ground floor of commercial **buildings**, to maximize natural illumination within **buildings** and create transparency, maximum visibility, and interest to the mutual benefit of retail owner and shopper;
- (j) establish where appropriate, recessed entrance ways to storefronts and include additional detailing, to portray and celebrate a sense of arrival;
- (k) incorporate architectural interest in the design of the **street** wall through the use of colour, change in **building** materials, and vertical and horizontal expression, to create interest along the **street** and contribute to the human scale of **street** spaces;
- (l) incorporate canopies extending out towards the **street** for weather protection purposes; and
- (m) have the majority of the **motor vehicle parking stalls** located within parking structures except in specific cases for **visitor parking stalls**, short stay parking and **lane** facing **units**.

Compliance with Bylaw 1P2007

- 2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply.

Reference to Bylaw 1P2007

- 3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

**AMENDMENT LOC2016-0050
BYLAW NUMBER 12D2017**

Bylaw 1P2007 Rules

- 4 Unless otherwise specified in this Direct Control District, the rules of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 apply in this Direct Control District.

Development Plans

- 5 Comprehensive plans must be submitted to the *Development Authority* as part of a *development permit* application. These comprehensive plans must show all proposed *buildings*; access locations, drive aisles, parking and loading areas; outdoor patio areas; lighting; park furniture; finalized landscaping plans; and all sidewalk / pathway connections in addition to the requirements of Bylaw 1P2007.

Use Area

- 6 (1) Unless otherwise referenced in subsection (3), the maximum *use area* for *uses* on the ground floor of *buildings* in this Direct Control District is 1900.0 square metres.
- (2) There is no maximum *use area* requirement for *uses* located on upper floors of a *building* in this Direct Control District.
- (3) The maximum ground floor *use area* of a:
- (a) **Cinema**, or a **Cinema** combined with any other *use*, is 3300.0 square metres;
 - (b) **Performing Arts Centre**, or a **Performing Arts Centre** combined with any other *use* is 930.0 square metres; and
 - (c) **Supermarket**, or a **Supermarket** combined with any other *use*, is 3800.0 square metres.
- (4) The following *uses* do not have a *use area* restriction:
- (a) **Addiction Treatment**;
 - (b) **Assisted Living**;
 - (c) **Custodial Care**;
 - (d) **Hotel**; and
 - (e) **Residential Care**.

Location of Uses within Buildings

- 7 (1) The following *uses* must not be located on the ground floor of *buildings*:
- (a) **Addiction Treatment;**
 - (b) **Assisted Living;**
 - (c) **Catering Service – Minor;**
 - (d) **Counselling Service;**
 - (e) **Custodial Care;**
 - (f) **Health Services Laboratory – With Clients;**
 - (g) **Home Based Child Care – Class 1;**
 - (h) **Home Occupation – Class 1;**
 - (i) **Home Occupation – Class 2; and**
 - (j) **Residential Care.**
- (2) **Dwelling units** must not be located on the ground floor of *buildings* fronting onto University Avenue NW.
- (3) Main entrances to multi-residential *buildings* and **Hotels** are allowed on University Avenue NW.
- (4) There is no requirement of *buildings* to contain a minimum percentage of “Commercial Uses”.

Front Setback Area

- 8 (1) The *front setback area* for any *building* along the main retail *street* on the south side of the *street* must have a minimum depth of 0.0 metres and a maximum depth of 2.0 metres.
- (2) The *front setback area* for any *building* along the main retail *street* on the north side of the *street* must have a minimum depth of 3.0 metres and maximum depth of 6.0 metres.
- (3) In the event that a 0.0 metre setback is applied in subsection 8(1) inset doorways to allow for safe movement of pedestrians will be required.

Parking Requirements

- 9 (1) The *Development Authority* may consider a relaxation of the required *motor vehicle parking stalls* and *visitor parking stalls* for a *development* where a parking study submitted as part of a *development permit* application demonstrates that the *motor vehicle parking stall* requirement or *visitor parking stall* requirements should vary from the requirements of this Direct Control District Bylaw. This review will be subject to normal relaxation considerations as defined in Bylaw 1P2007 and may include provisions for shared management of *motor vehicle parking stalls* and *visitor parking stalls* when they are not occupied for their designated *uses*.
- (2) *Motor vehicle parking stalls* for any *use* within this Direct Control District must be provided in an above *grade* or below *grade* parking structure.

AMENDMENT LOC2016-0050
BYLAW NUMBER 12D2017

- (3) Notwithstanding subsection (2), a temporary *development permit* may be issued for surface parking.
- (4) Notwithstanding subsection (2), the *Development Authority* may approve *motor vehicle parking stalls*, outside of a parking structure for the following purposes:
 - (a) *visitor parking stalls*;
 - (b) *motor vehicle parking stalls* for *units* that face a *lane*; and
 - (c) short stay *motor vehicle parking stalls* where:
 - (i) a vehicle remains parked for no more than 4 hours at a time; and
 - (ii) there is convenient pedestrian access to the *street* level and publicly accessible *uses* within the *development*;
- (5) *Motor vehicle parking stalls* located outside of a parking structure must not be located between a *building* and a commercial *street*.
- (6) *Motor vehicle parking stalls* within a **Parking Lot - Structure** to be used for public purposes may be used to satisfy minimum parking requirements for *uses* within this Direct Control District.

Site 1 (± 17.01 acres (6.88 hectares))

Application

10 The provisions of sections 11 to 13 only apply to Site 1 of this Direct Control District.

Permitted Uses

11 The *permitted uses* of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the *permitted uses* in this Direct Control District.

Discretionary Uses

12 The *discretionary uses* of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District, with the addition of:

- (a) **Community Recreation Facility;**
- (b) **Dinner Theatre;**
- (c) **Food Kiosk;**
- (d) **Funeral Home;**
- (e) **Market;**
- (f) **Market – Minor;**
- (g) **Parking Lot – Grade (temporary);**
- (h) **Parking Lot – Structure;**
- (i) **Performing Arts Centre;**

- (j) **Restaurant Food Service Only – Large; and**
- (k) **Restaurant Licensed – Large.**

Building Height

- 13 (1) Unless otherwise referenced, the maximum *building height* is 23.0 metres.
- (2) The maximum *building height* for a **Hotel** is 53.0 metres measured above *grade*.

Site 2 (± 2.73 acres (1.10 hectares))

Application

- 14 The provisions in sections 15 through 19 apply only to Site 2.

General Definitions

- 15 **Publicly accessible amenity space** means open space located on a privately owned *parcel* that is accessible to the public and designed for active or passive use, which may have some form of covering but is generally open air space that is not fully enclosed, and is in a location, form, and configuration acceptable to the **Development Authority**.

Permitted Uses

- 16 The *permitted uses* of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the *permitted uses* in this Direct Control District.

Discretionary Uses

- 17 The *discretionary uses* of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District,

- (a) with the addition of:

- (i) **Food Kiosk;**
- (ii) **Market;**
- (iii) **Market – Minor;**
- (iv) **Restaurant Food Service Only – Large; and**
- (v) **Restaurant Licensed – Large; and**

- (b) with the exclusion of:

- (i) **Addiction Treatment; and**
- (ii) **Funeral Home.**

Use Rules

- 18 A 25.0 per cent minimum open space *frontage* between the main retail *street* and the central **Park** must be provided.

Building Height

- 19 The maximum *building height* is 17.0 metres.

Site 3 (± 1.95 acres (0.79 hectares))

Application

20 The provisions in sections 21 through 24 only apply to Site 3 of this Direct Control District.

Permitted Uses

21 The *permitted uses* of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the *permitted uses* in this Direct Control District.

Discretionary Uses

22 The *discretionary uses* of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District, with the addition of:

- (a) **Community Recreation Facility;**
- (b) **Dinner Theatre;**
- (c) **Funeral Home;**
- (d) **Food Kiosk;**
- (e) **Market;**
- (f) **Market - Minor;**
- (g) **Parking Lot – Grade (temporary);**
- (h) **Parking Lot – Structure;**
- (i) **Performing Arts Centre;**
- (j) **Restaurant Food Service Only – Large; and**
- (k) **Restaurant Licensed – Large.**

Building Height

- 23**
- (1) Unless otherwise referenced in sections (2) and (3), the maximum *building height* is 36.0 metres.
 - (2) The maximum *building height* adjacent to the central **Park** is 26.0 metres.
 - (3) The maximum *building height* for a **Hotel** is 53.0 metres.

Location of Uses within Buildings

24 The ground floor of *buildings* may contain "Commercial Uses", *discretionary uses* contained in section 22 of this Direct Control District and **Dwelling Units**.

BYLAW NUMBER 13D2017

**BEING A BYLAW OF THE CITY OF CALGARY
TO AMEND THE LAND USE BYLAW 1P2007
(LAND USE AMENDMENT LOC2016-0050)

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the Municipal Government Act, R.S.A. 2000, c.M-26 as amended;

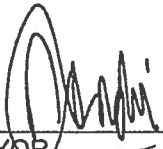
NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".
2. This Bylaw comes into force on the date it is passed.

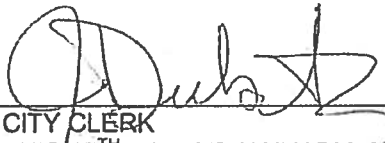
READ A FIRST TIME THIS 17TH DAY OF JANUARY, 2017.

READ A SECOND TIME THIS 17TH DAY OF JANUARY, 2017.

READ A THIRD TIME THIS 17TH DAY OF JANUARY, 2017.

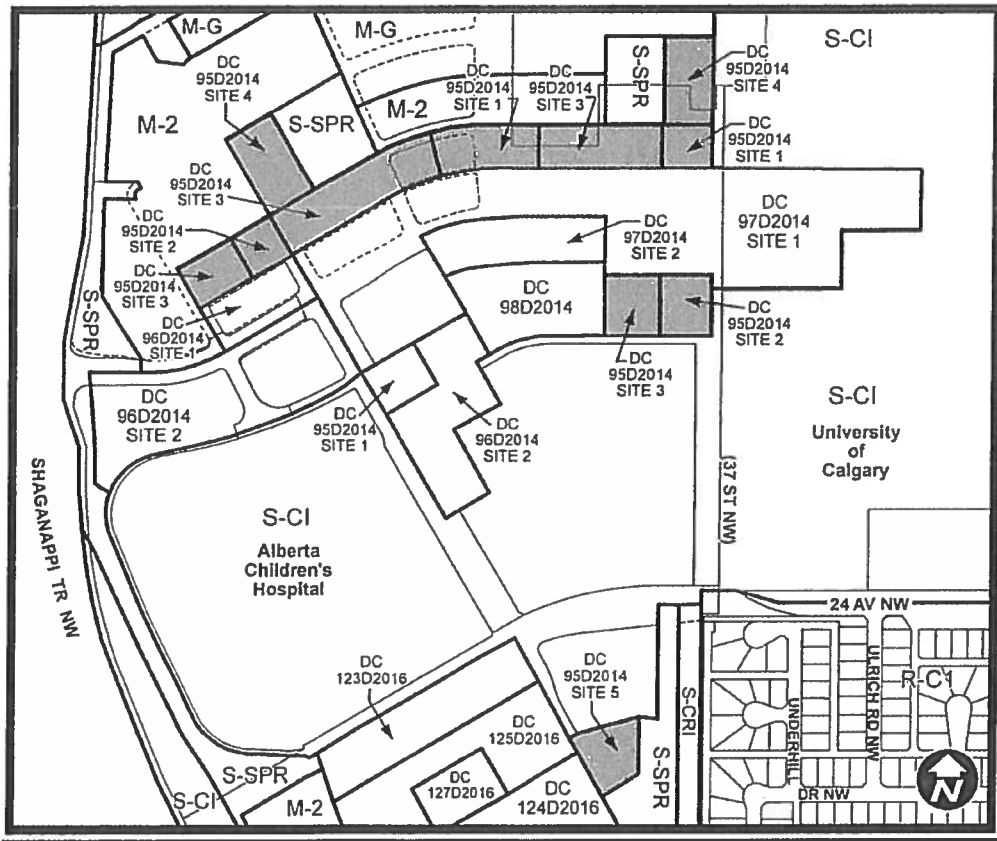


MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.

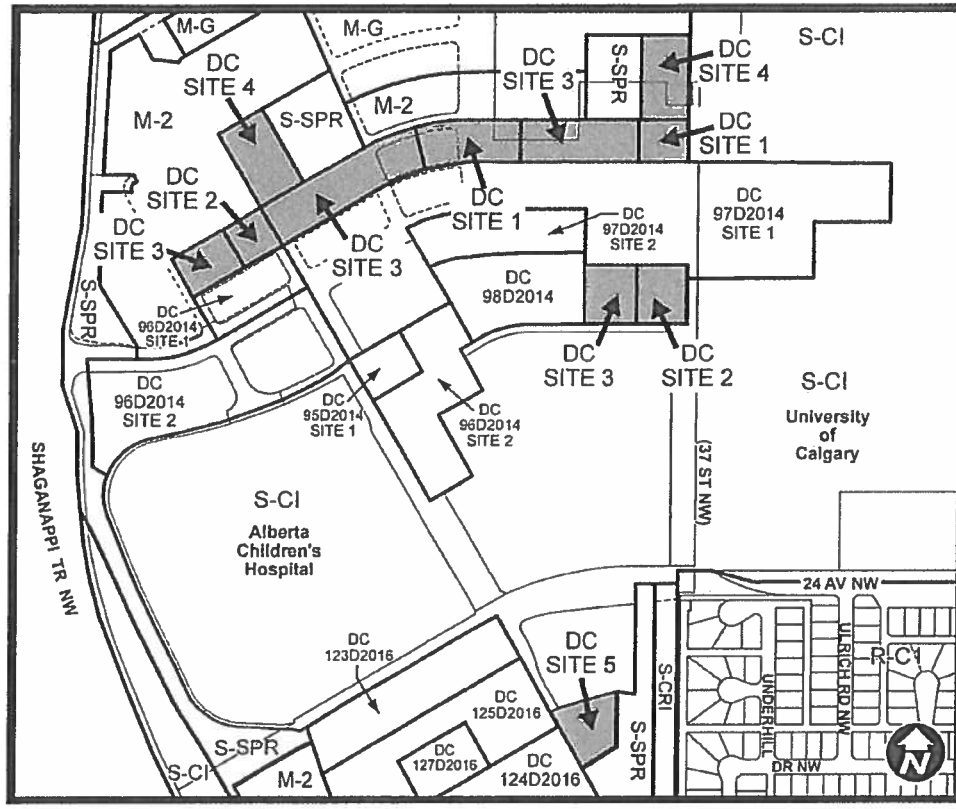


ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

SCHEDULE A



SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

- 1 The intent of this Direct Control District is to:
 - (a) provide a diversity of multi-residential housing forms and *unit* size choices to attract a diversity of users;
 - (b) create a residential fabric that builds community by having direct relationships to the *streets*, with animation at the ground level defined by useable front garden rooms, front porches, front entrances to the *street*, and human scale façade treatments and design elements;
 - (c) allow for innovation in housing form in addition to the prescribed housing typologies, such as *suites* over garages, separate entries for above *grade* units in *Townhouses*, and home *Office* and studios.

AMENDMENT LOC2016-0050
BYLAW NUMBER 13D2017

- (d) allow the flexibility for change in *use* for at *grade uses* on certain sites over time;
- (e) provide quality landmark higher *density residential buildings* that provide visual interest and a transition between the main *street* and the *residential district*;
- (f) provide *building* articulation to create quality streetscapes that may include human scale façade treatments, visible entrances that front the *street, building* fenestration and façade design detail to avoid flat façade appearances, and varied *balcony* forms - inset and protruding, designed as integral parts of the *building* rather than appearing to be "tacked on"; and
- (g) have the majority of the *motor vehicle parking stalls* located within parking structures except in specific cases for *visitor parking stalls*, short stay parking and *lane* facing *units*.

Compliance with Bylaw 1P2007

- 2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

- 3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Parking Requirements for all Sites

- 4 The *Development Authority* may, upon request from the applicant, consider a relaxation of the required *motor vehicle parking stalls* and *visitor parking stalls* for a *development* where a parking study submitted as part of a *development permit* application demonstrates that the *motor vehicle parking stall* requirement or *visitor parking stall* requirements should vary from the requirements of this Direct Control District Bylaw.

Parking Requirements for Sites 1, 2 and 3

- 5 (1) *Motor vehicle parking stalls* for any *use* within this Direct Control District must be provided in an above grade or below grade parking structure.
- (2) Notwithstanding subsection (1), a temporary *development permit* may be issued for **Parking Lot – Grade (temporary)**.
- (3) Notwithstanding subsection (1), the *Development Authority* may approve *motor vehicle parking stalls*, outside of a parking structure for the following purposes:
- (a) *visitor parking stalls*;
 - (b) *motor vehicle parking stalls* for *units* that face a *lane*; and

- (c) short stay *motor vehicle parking stalls* where:
 - (i) a vehicle remains parked for no more than 4 hours at a time; and
 - (ii) there is convenient pedestrian access to the *street* level and publicly accessible *uses* within the *development*.
- (4) *Motor vehicle parking stalls* located outside of a parking structure must not be located between a *building* and a commercial *street*.

Discretionary Use That Does Not Comply

6 The *Development Authority* may approve a *development permit* application for a *discretionary use* where the proposed *development* does not comply with all of the applicable requirements and rules of this Direct Control District if in the opinion of the *Development Authority*:

- (a) the proposed *development* would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the *use*, enjoyment or value of neighbouring properties; and
- (b) the proposed *development* conforms with a *use* prescribed by this Direct Control District for that land or *building*.

Site 1 (± 2.27 acres (0.92 hectares))

Application

7 The provisions in sections 8 through 13 apply only to Site 1.

Purpose

8 Site 1 in this Direct Control District is intended to:

- (a) allow for additional *building height* on strategic *parcels* in order to create gateways to the main retail *street*, to create visual markers and landmarks, and to diversify housing type and *unit* options;
- (b) allow for flexibility in *building* articulation;
- (c) make use of design elements that contribute to diversity in *building* façade treatments. Design elements can include projecting roofs, trellises, sunscreens, extended wall planes, a change in wall materials or direction of materials (horizontal to vertical); and
- (d) allow for a change in vertical and horizontal expression or a change in materials on the façades of *buildings* to differentiate the lower portion of a *building* (one to three *storeys*) intended to create a human scale relationship to the *street*, from the upper portion of a *building*.

Permitted Uses

- 9 The *permitted uses* of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the *permitted uses* in this Direct Control District.

Discretionary Uses

- 10 The *discretionary uses* of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District with the addition of:

- (a) **Parking Lot – Grade (temporary).**

Bylaw 1P2007 Rules

- 11 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 apply in this Direct Control District.

Building Height

- 12 The maximum *building height* is 50.0 metres.

Floor Area Ratio

- 13 The maximum *floor area ratio* is 9.3.

Site 2 (± 1.74 acres (0.70 hectares))

Application

- 14 The provisions in section 15 through 20 apply only to Site 2.

Purpose

- 15 Site 2 in this Direct Control District is intended to:
- (a) allow for additional *building height* on strategic parcels in order to create gateways to the main retail *street*, to create visual markers and landmarks, and to diversify housing type and *unit* options;
 - (b) allow for flexibility in *building* articulation;
 - (c) make use of design elements that contribute to diversity in *building* façade treatments. Design elements can include projecting roofs, trellises, sunscreens, extended wall planes, a change in wall materials or direction of materials (horizontal to vertical); and
 - (d) allow for a change in vertical and horizontal expression or a change in materials on the façades of *buildings* to differentiate the lower portion of a building (one to three *storeys*) intended to create a human scale relationship to the *street*, from the upper portion of a *building*.

Permitted Uses

- 16 The *permitted uses* of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the *permitted uses* in this Direct Control District.

Discretionary Uses

- 17 The *discretionary uses* of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District with the addition of:

- (a) **Parking Lot – Grade (temporary).**

Bylaw 1P2007 Rules

- 18 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 apply in this Direct Control District.

Building Height

- 19 The maximum *building height* is 44.0 metres.

Floor Area Ratio

- 20 The maximum *floor area ratio* is 7.0.

Site 3 (± 6.49 acres (2.63 hectares))

Application

- 21 The provisions in section 22 through 26 apply only to Site 3.

Purpose

- 22 Site 3 in this Direct Control District is intended to:

- (a) allow for flexibility in *building* articulation;
- (b) make use of design elements that contribute to diversity in *building* façade treatments. Design elements can include projecting roofs, trellises, sunscreens, extended wall planes, a change in wall materials or direction of materials (horizontal to vertical); and
- (c) allow for a change in vertical and horizontal expression or a change in materials on the façades of *buildings* to differentiate the lower portion of a *building* (one to three storeys) intended to create a human scale relationship to the *street*, from the upper portion of a *building*.

Permitted Uses

- 23 The *permitted uses* of the Multi-Residential - High Density Low Rise (M-H1) District of Bylaw 1P2007 are the *permitted uses* in this Direct Control District.

Discretionary Uses

24 The *discretionary uses* of the Multi-Residential - High Density Low Rise (M-H1) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District, with the addition of:

- (a) **Parking Lot - Grade (temporary).**

Bylaw 1P2007 Rules

25 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential - High Density Low Rise (M-H1) District of Bylaw 1P2007 apply in this Direct Control District.

Building Height

26 The maximum *building height* is 26.0 metres.

Site 4 (± 2.95 acres (1.19 hectares))

Application

27 The provisions in sections 28 through 33 apply only to Site 4.

Purpose

28 Site 4 in this Direct Control District is intended to:

- (a) allow for mixed-use multi-residential *development* that can accommodate a **School Authority - School** or **School - Private** and **Child Care Services** as *permitted uses* on the first and second level of the *building* with residential above; and
- (b) allow for interim **Office** and **Community Recreation Facility uses** prior to a school being utilized on the property.

Permitted Uses

29 The *permitted uses* of the Multi-Residential – Medium Profile (M-2) District of Bylaw 1P2007 are the *permitted uses* of this Direct Control District, with the addition of:

- (a) **Community Recreation Facility;**
- (b) **Office;**
- (c) **School Authority – School; and**
- (d) **School – Private.**

Discretionary Uses

30 The *discretionary uses* of the Multi-Residential – Medium Profile (M-2) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District, with the deletion of:

- (a) **Addiction Treatment.**

AMENDMENT LOC2016-0050
BYLAW NUMBER 13D2017

Bylaw 1P2007 Rules

31 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential – Medium Profile (M-2) District of Bylaw 1P2007 apply in this Direct Control District.

Floor Area Ratio

32 The maximum *floor area ratio* is 3.6.

Building Height

33 The maximum *building height* is 21.0 metres.

Site 5 (± 1.18 acres (0.48 hectares))

Application

34 The provisions in sections 35 through 39 apply only to Site 5.

Purpose

35 Site 5 in this Direct Control District is intended to:

- (a) allow for **Multi-Residential Development**, such as apartments, to have shared entrances for upper *units*; and
- (b) create a unique area that will accommodate a mixture and diversity of housing *units* within a block including **Semi-detached Dwellings, Townhouse**, and apartment dwellings;

Permitted Uses

36 The *permitted uses* of the Multi-Residential – At-Grade (M-G) District of Bylaw 1P2007 are the *permitted uses* of this Direct Control District, with the addition of:

- (a) **Semi-detached Dwelling.**

Discretionary Uses

37 The *discretionary uses* of the Multi-Residential – At-Grade (M-G) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District.

Bylaw 1P2007 Rules

38 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential – At Grade Housing (M-G) District of Bylaw 1P2007 apply in this Direct Control District.

Building Form

39 Each *unit* at *grade* must have a separate and direct pedestrian access to *grade* for any *unit* fronting a *street* with the exception of **Assisted Living and Residential Care Units**.

BYLAW NUMBER 14D2017

**BEING A BYLAW OF THE CITY OF CALGARY
TO AMEND THE LAND USE BYLAW 1P2007
(LAND USE AMENDMENT LOC2016-0050)

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the Municipal Government Act, R.S.A. 2000, c.M-26 as amended;

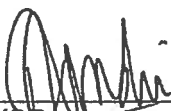
NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".
2. This Bylaw comes into force on the date it is passed.


READ A FIRST TIME THIS 17TH DAY OF JANUARY, 2017.

READ A SECOND TIME THIS 17TH DAY OF JANUARY, 2017.

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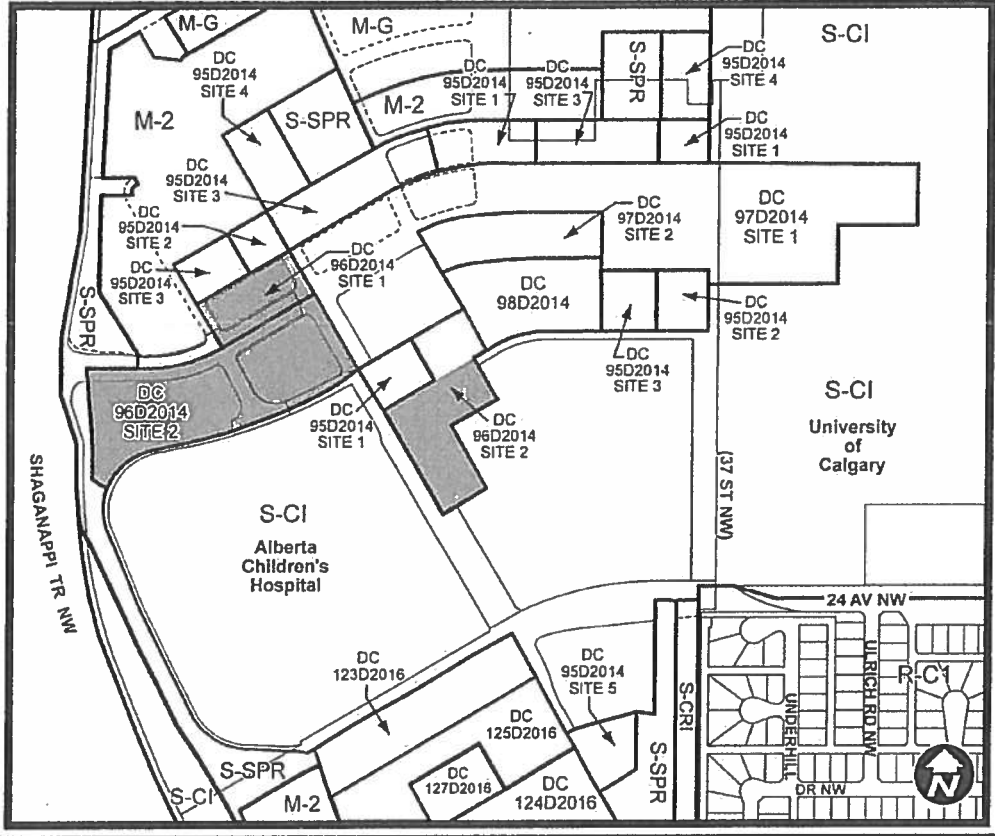
MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.



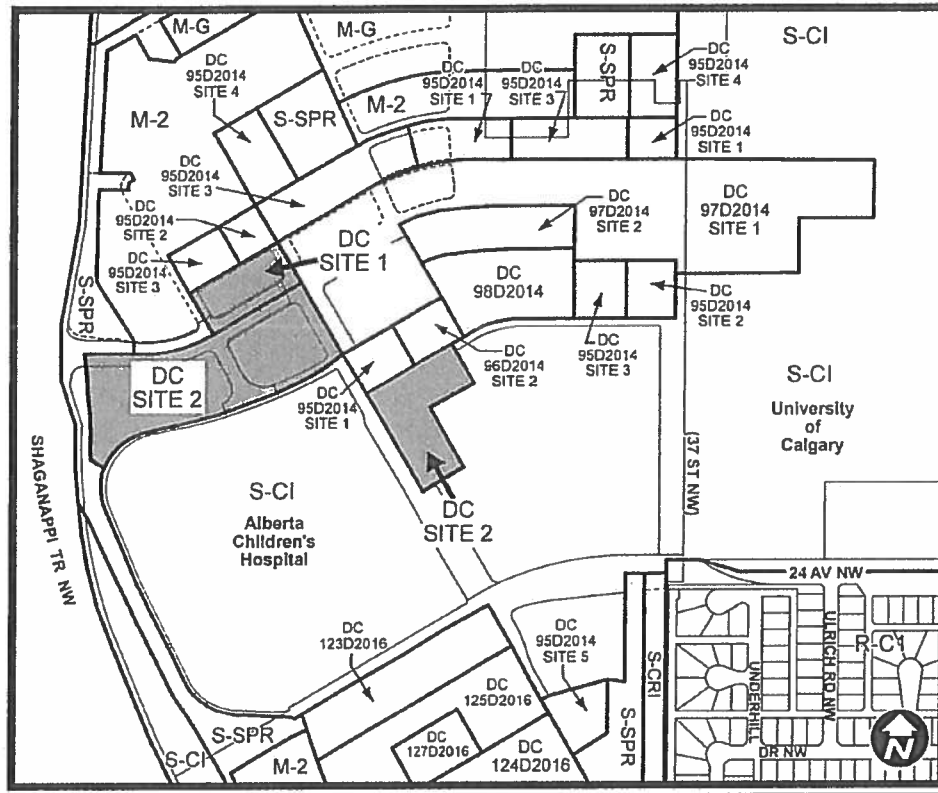
ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

AMENDMENT LOC2016-0050
BYLAW NUMBER 14D2017

SCHEDULE A



SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 This Direct Control District is intended to:

- (a) create a character of place for the employment precinct that is compact and urban in context;
- (b) provide a new *frontage* to the Hospital, with *building* addresses fronting the surrounding Hospital streets;
- (c) prescribe *building setbacks* that will create a pedestrian oriented environment where *frontages* and entrances are close to the sidewalk and *street* in order to engage the public realm;

AMENDMENT LOC2016-0050
BYLAW NUMBER 14D2017

- (d) provide a setback in keeping with the setback along the High Street on the north side of the main retail *street*;
- (e) to allow for **Assisted Living** and **Residential Care** as a *permitted use* in selected Direct Control District Sites; and
- (f) have the majority of the *motor vehicle parking stalls* located within parking structures except in specific cases for short stay parking.

Compliance with Bylaw 1P2007

- 2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply.

Reference to Bylaw 1P2007

- 3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Bylaw 1P2007 Rules

- 4 Unless otherwise specified, the rules of the Commercial – Office (C-O) District of Bylaw 1P2007 apply in this Direct Control District.

Parking Requirements

- 5 (1) The *Development Authority* may, upon request from the applicant, consider a relaxation of the required *motor vehicle parking stalls* and *visitor parking stalls* for a *development* where a parking study submitted as part of a *development permit* application demonstrates that the *motor vehicle parking stall* requirement or *visitor parking stall* requirements should vary from the requirements of this Direct Control District Bylaw. This review will be subject to normal relaxation considerations as defined in Bylaw 1P2007 and may include provisions for shared management of *Motor vehicle parking stalls* and *visitor parking stalls* when they are not occupied for their designated *uses*.
- (2) *Motor vehicle parking stalls* for any *use* within this Direct Control District must be provided in an above grade or below grade parking structure.
- (3) Notwithstanding subsection (2), a temporary *development permit* may be issued for **Parking Lot – Grade (temporary)**.
- (4) Notwithstanding subsection (2), the *Development Authority* may approve *motor vehicle parking stalls*, outside of a parking structure for the following purposes:
- (a) short stay *motor vehicle parking stalls* where:
 - (i) a vehicle remains parked for no more than 4 hours at a time; and
 - (ii) there is convenient pedestrian access to the *street* level and publicly accessible *uses* within the *development*.

- (5) *Motor vehicle parking stalls* located outside of a parking structure must not be located between a *building* and a commercial *street*.

Discretionary Use That Does Not Comply

- 6 The *Development Authority* may approve a *development permit* application for a *discretionary use* where the proposed *development* does not comply with all of the applicable requirements and rules of this Direct Control District if in the opinion of the *Development Authority*:
- (a) the proposed *development* would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring properties; and
 - (b) the proposed *development* conforms with a *use* prescribed by this Direct Control District for that land or *building*.

Site 1 (± 1.79 acres (0.73 hectares))

Application

- 7 The provisions in sections 8 through 13 apply only to Site 1.

Permitted Uses

- 8 The *permitted uses* of the Commercial – Office (C-O) District of Bylaw 1P2007 are the *permitted uses* in this Direct Control District.

Discretionary Uses

- 9 The *discretionary uses* of the Commercial – Office (C-O) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District with the addition of:
- (a) **Hotel**; and
 - (b) **Parking Lot – Grade (temporary)**.

Front Setback Area

- 10 The *front setback area* for any *building* along the main retail *street* on the north side of the *street* must have a minimum depth of 3.0 metres and a maximum depth of 6.0 metres.

Rear Setback

- 11 Where the *parcel* shares a *rear property line* with a *lane* that separates the *parcel* from a *parcel* designated as a *residential district*, the *rear setback area* must have a minimum depth of 3.0 metres.

Side Setback Area

- 12 (1) Where the *parcel* shares a *side property line* with a *street*, or with an *LRT corridor*, the *side setback area* must have a minimum depth of 3.0 metres;
- (2) In all other cases, the setbacks in the Commercial – Office (C-O) District of Bylaw 1P2007 apply.

Building Height

- 13 (1) Unless otherwise specified in subsection (2), the maximum *building height* is 34.0 metres.
- (2) The maximum *building* height for a **Hotel** is 58.0 metres.

Site 2 (± 10.6 acres (4.29 hectares))

Application

- 14 The provisions in sections 15 through 20 apply only to Site 2.

Permitted Uses

- 15 The *permitted uses* of the Commercial – Office (C-O) District of Bylaw 1P2007 are the *permitted uses* in this Direct Control District.

Discretionary Uses

- 16 The *discretionary uses* of the Commercial – Office (C-O) District of Bylaw 1P2007 are the *discretionary uses* in this Direct Control District with the addition of:
- (a) **Hotel**; and
- (b) **Parking Lot - Grade (temporary)**.

Front Setback Area

- 17 The *front setback area* for all *parcels* within Site 2 must have a maximum depth of 3.0 metres.

Rear Setback

- 18 Where the *parcel* shares a *rear property line* with a *street*, the *rear setback area* must have a minimum depth of 3.0 metres.

Side Setback Area

- 19 (1) Where the *parcel* shares a *side property line* with a *parcel* designated as a *special purpose district*, or with an *LRT corridor* or *street*, the *side setback area* must have a minimum depth of 3.0 metres.
- (2) In all other cases, the setbacks in the Commercial – Office (C-O) District of Bylaw 1P2007 apply.

Building Height

- 20 (1) Unless otherwise specified in subsection (2) and (3), the maximum *building height* is 34.0 metres.
- (2) Notwithstanding the above, the maximum *building height* is reduced to 18 metres when the *building* is within the flight path of the Children's *Hospital*.
- (3) The maximum *building height* for a **Hotel** is 58.0 metres, if the *building* is not within the flight path of the Children's *Hospital*.

BYLAW NUMBER 15D2017

**BEING A BYLAW OF THE CITY OF CALGARY
TO AMEND THE LAND USE BYLAW 1P2007
(LAND USE AMENDMENT LOC2016-0050)

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the Municipal Government Act, R.S.A. 2000, c.M-26 as amended;

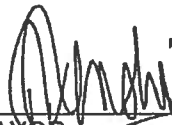
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2. This Bylaw comes into force on the date it is passed.


READ A FIRST TIME THIS 17TH DAY OF JANUARY, 2017.

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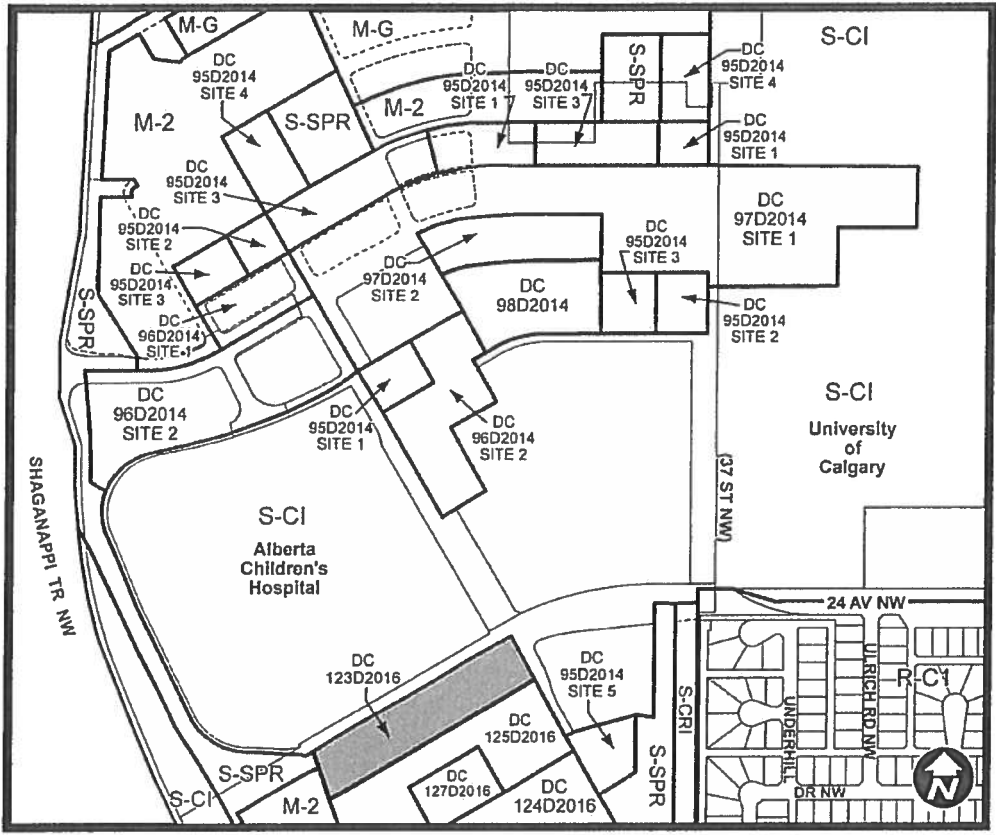
MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.



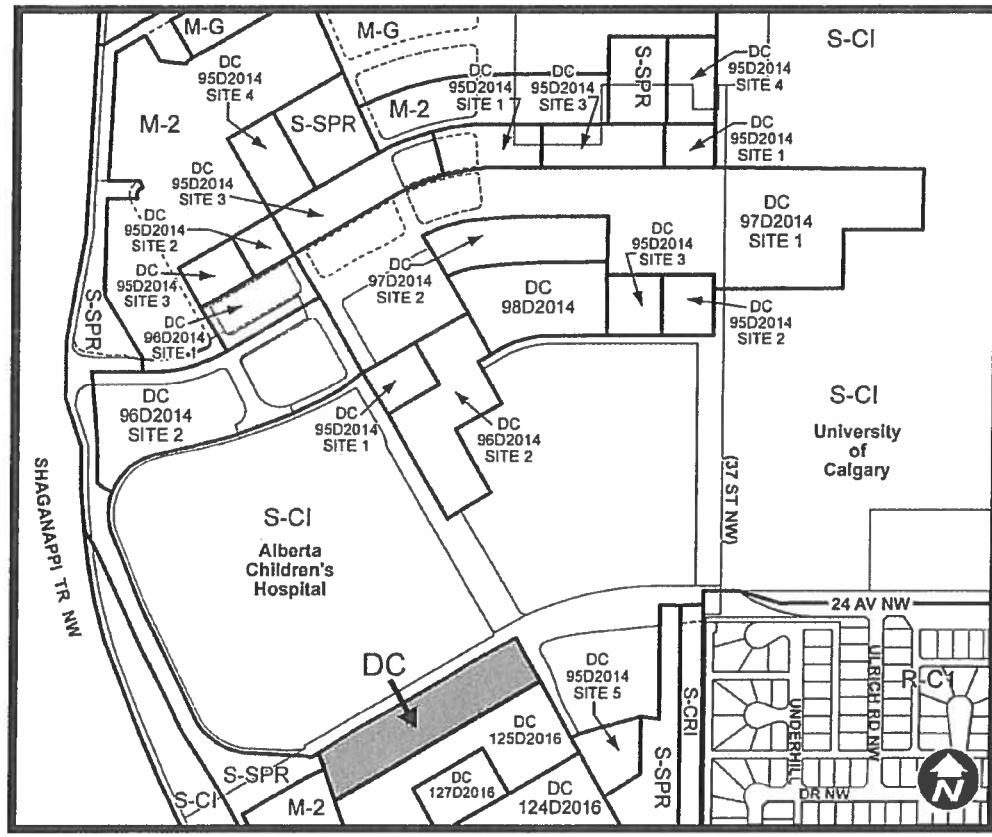
ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

AMENDMENT LOC2016-0050
BYLAW NUMBER 15D2017

SCHEDULE A



SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 This Direct Control District is intended to:

- (a) create a character of place for the employment precinct that is compact and urban in context;
- (b) provide a new *frontage* to the Hospital, with *building* addresses fronting the surrounding Hospital streets;

AMENDMENT LOC2016-0050
BYLAW NUMBER 15D2017

- (c) prescribe **building setbacks** that will create a pedestrian oriented environment where **frontages** and entrances are close to the sidewalk and **street** in order to engage the public realm;
- (d) provide a setback in keeping with the setback along the High Street on the north side of the main retail **street**;
- (e) allow for **Assisted Living** and **Residential Care** as a **permitted use** in selected Direct Control District Sites;
- (f) accommodate the additional **use** of **Parking Lot – Grade (temporary)** to provide temporary parking when required to enable redevelopment of the surrounding Provincial lands; and
- (g) have the majority of the **motor vehicle parking stalls** located within parking structures except in specific cases for short stay parking.

Compliance with Bylaw 1P2007

- 2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

- 3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Permitted Uses

- 4 The **permitted uses** of the Commercial – Office (C-O) District of Bylaw 1P2007 are the **permitted uses** in this Direct Control District with the addition of:

- (a) **Assisted Living**; and
- (b) **Residential Care**.

Discretionary Uses

- 5 The **discretionary uses** of the Commercial – Office (C-O) District of Bylaw 1P2007 are the **discretionary uses** in this Direct Control District with the addition of:

- (a) **Parking Lot – Grade (temporary)**.

Bylaw 1P2007 Rules

- 6 Unless otherwise specified, the rules of the Commercial – Office (C-O) District of Bylaw 1P2007 apply in this Direct Control District.

Parking Requirements

- 7 (1) The **Development Authority** may, upon request from the applicant, consider a relaxation of the required **motor vehicle parking stalls** and **visitor parking stalls** for a **development** where a parking study submitted as part of a **development permit** application demonstrates that the **motor vehicle parking stall** requirement or **visitor parking stall** requirements should vary from the

requirements of this Direct Control District Bylaw. This review will be subject to normal relaxation considerations as defined in Bylaw 1P2007 and may include provisions for shared management of **motor vehicle parking stalls** and **visitor parking stalls** when they are not occupied for their designated **uses**.

- (2) **Motor vehicle parking stalls** for any **use**, with the exception of **Parking Lot – Grade (temporary)** within this Direct Control District must be provided in an above **grade** or below **grade** parking structure.
- (3) Notwithstanding subsection (2), the **Development Authority** may approve **motor vehicle parking stalls**, outside of a parking structure for the following purposes:
 - (a) short stay **motor vehicle parking stalls** where:
 - (i) a vehicle remains parked for no more than 4 hours at a time; and
 - (ii) there is convenient pedestrian access to the **street** level and publicly accessible **uses** within the **development**; and
- (4) **Motor vehicle parking stalls** located outside of a parking structure must not be located between a **building** and a commercial **street**.

Discretionary Use That Does Not Comply

8 The **Development Authority** may approve a **development permit** application for a **discretionary use** where the proposed **development** does not comply with all of the applicable requirements and rules of this Direct Control District if in the opinion of the **Development Authority**:

- (a) the proposed **development** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring properties; and
- (b) the proposed **development** conforms with a **use** prescribed by this Direct Control District 1P2007 for that land or **building**.

Front Setback Area

9 The **front setback area** must have a minimum depth of 0.0 metres and a maximum depth of 3.0 metres.

Rear Setback

- 10 (1) Where the **parcel** shares a **rear property line** with a **lane** that separates the **parcel** from a **parcel** designated as a **residential district**, the **rear setback area** must have a minimum depth of 3.0 metres.
- (2) In all other cases, the setbacks in the Commercial – Office (C-O) District of Bylaw 1P2007 apply.

Side Setback Area

- 11 (1) Where the *parcel* shares a *side property line* with a *street*, or with a *LRT corridor*, the *side setback area* must have a minimum depth of 3.0 metres.
- (2) In all other cases, the setbacks in the Commercial – Office (C-O) District of Bylaw 1P2007 apply.

Building Height

- 12 The maximum *building height* is 18.0 metres.

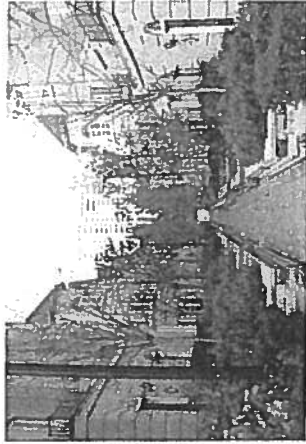
Development Permit Requirements

- 13 A *development permit* for **Parking Lot – Grade (temporary)** must not be approved for a period exceeding thirty-six (36) months.

APPENDIX **2**
INNOVATION ZONE SUMMARY



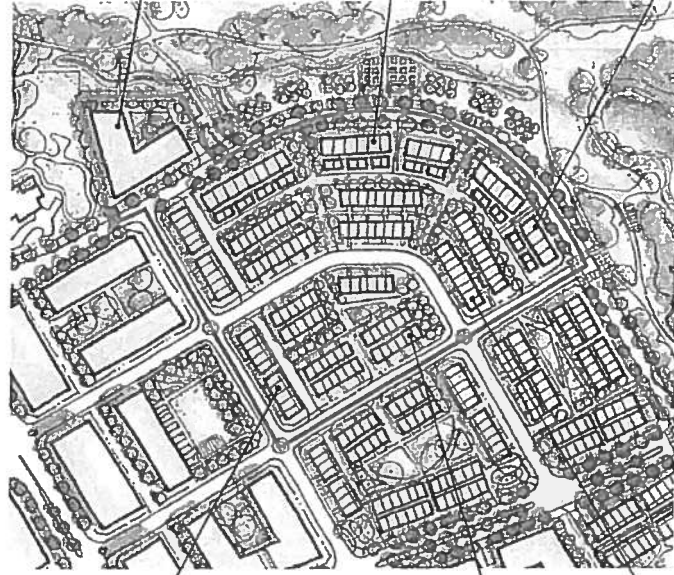
Single Unit Townhouses - Internal Courtyard/Pathway View



Back to Back Townhouses - Internal Courtyard/Pathway View



Double Unit Three Storey Stacked Townhouses

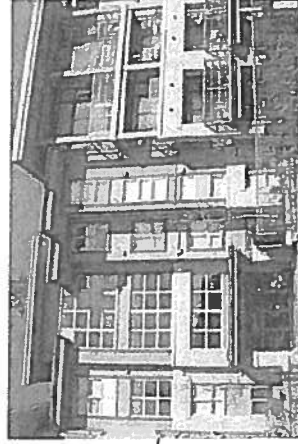


DEMONSTRATION PLAN AND BUILDING TYPOLOGIES

Purpose:

The purpose of Site 4 Direct Control District is intended to:

- allow for Assisted Living and Residential Care as a permitted use;
- allow for multi unit dwellings, such as apartments, to have shared entrances for upper units;
- create a unique area that will accommodate a mixture and diversity of housing units within a block including semi-detached dwellings, townhouse dwellings, and apartment dwellings; and allows for the provision of assisted living units and residential care units for seniors within this zone.



Three/Four Storey Apartments (Condo) - Shared entrance to upper units



Single Unit Townhouses



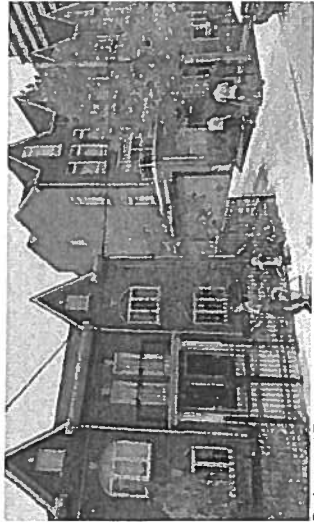
Duplexes



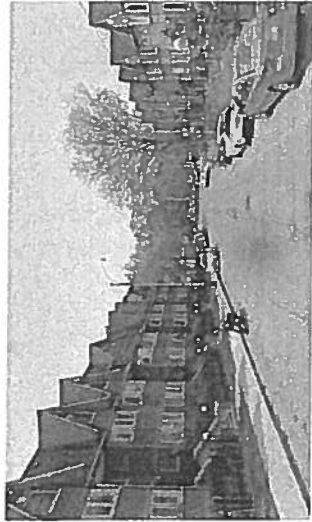
WEST CAMPUS
DEVELOPMENT TRUST

**DC MG SITE 4 (INNOVATION ZONE)
DEMONSTRATION BLOCK PATTERN**

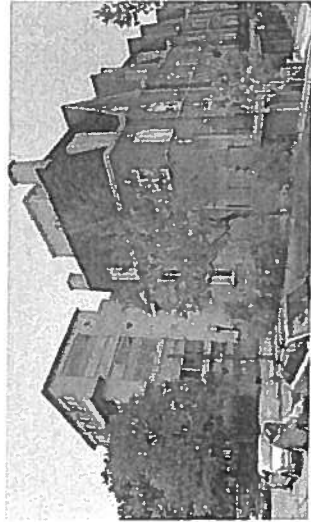
DIALOG



Duplexes and Townhouses side by side



Duplexes (east side) and Townhouses (west side) along the street



Apartments and Stacked Townhouses side by side



Precedent example of a mixed block housing typology:

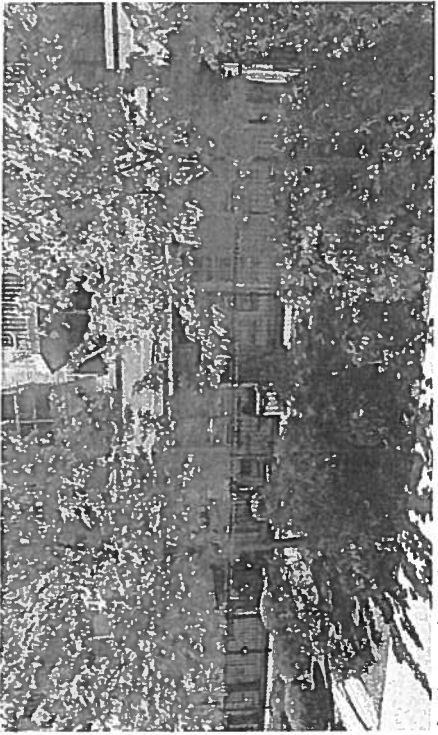
- The precedent block illustrates the following housing mixture:
- duplexes with garages on a lane
 - row townhouses with garages on a lane
 - back-to-back townhouses with internal and street facing entrances
 - apartments
 - stacked townhouses
 - row townhouses with below grade parking



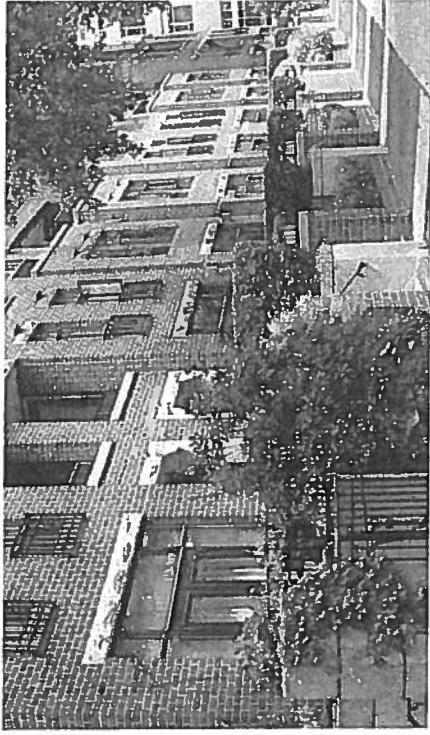
WEST CAMPUS
DEVELOPMENT TRUST

**DC MG SITE 4 (INNOVATION ZONE)
TRADITIONAL MIXED STREET AND BLOCK TYPOLOGY EXAMPLE**

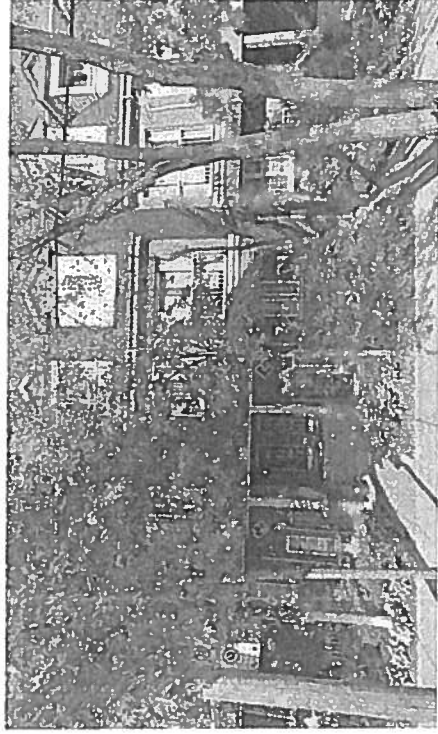
DIALOG



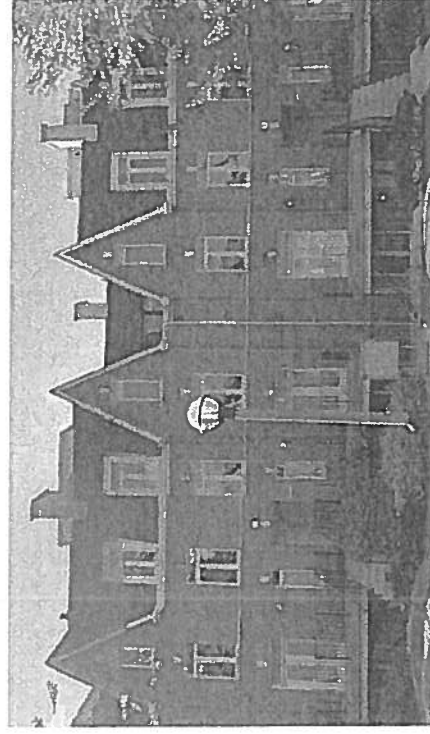
Apartments: At-grade entrances and common entrance for upper units



Apartments: At-grade entrances and common entrance for upper units



Three Storey Stacked Townhouses: Double units with entrances at grade - one flush with sidewalk and one stepped up



Three Storey Stacked Townhouses: Double units with common stairway but individual door entrances for upper and lower units



WEST CAMPUS
DEVELOPMENT TRUST

INNOVATION ZONE
AT-GRADE AND SHARED ENTRANCES

DIALOG

APPENDIX 3
LEED ND GIB 17 CREDIT

LIGHT POLLUTION REDUCTION

ND	
Credit	GIB Credit 17
Points	1 point

Intent

To minimize light trespass from *project* sites, reduce sky-glow to increase night sky access, improve nighttime visibility through glare reduction, and reduce adverse effects on wildlife environments.

Requirements

“Shared areas” of a project are spaces and facilities dedicated to common use (publicly or privately owned).

In residential areas, at least 50% of the external luminaires must have fixture-integrated lighting controls that use motion sensors to reduce light levels by at least 50% when no activity has been detected for 15 minutes.

AND

In all shared areas, install automatic controls that turn off exterior lighting when sufficient daylight is available and when the lighting is not required during nighttime hours; these lights must meet the total exterior lighting power allowance requirements in Table 3.

AND

Document which lighting zone or zones (Table 1) describe the project, and for all shared areas, follow the requirements in Table 2. If two or more different zones border the project, use the most stringent uplight requirements, and use light trespass requirements for the adjacent zone. Roadway lighting that is part of the project must meet the requirements for the appropriate zone.

For illuminance generated from a single luminaire placed at the intersection of a private vehicular driveway and public roadway accessing the site, project teams may use the centerline of the public roadway as the site boundary for a length of two times the driveway width centered at the centerline of the driveway when complying with the trespass requirements.

Compliance with the light trespass requirements may alternatively be met by using only luminaires that comply with Table 4 ratings for backlight and glare.

AND

Stipulate *covenants, conditions, and restrictions* (CC&R) or other binding documents to require continued adherence to the requirements.

GIB CREDIT 17

Table 1. Lighting zones

Zone	Definition
LZ0	Undeveloped areas within national parks, state parks, forest land and rural areas and sites immediately adjacent to areas officially recognized as ecologically sensitive by the local zoning authority.
LZ1	Developed areas within national parks, state parks, forest land and rural areas.
LZ2	Areas predominantly consisting of residential zoning, neighborhood business districts, light industrial with limited nighttime use, and residential mixed-use areas.
LZ3	All other areas not included in LZ0, LZ1, LZ2, or LZ4 (including commercial-industrial and high-density residential).
LZ4	High-activity commercial districts in major metropolitan areas (as designated by local jurisdiction, such as local zoning authority).

Table 2. Allowable light trespass and uplight, by lighting zone

Lighting zone	Maximum horizontal and vertical illuminance (fc) at site boundary	Maximum horizontal and vertical illuminance (fc) at specified distance beyond site boundary	Maximum percentage of fixture lumens emitted above 90° or higher from nadir (straight down)
LZ0	0	0 at 0 ft.	0%
LZ1	0.01	.01 at 0 ft.	0%
LZ2*	0.10	.02 at 10 ft.	1%
LZ3*	0.20	.05 at 15 ft.	2%
LZ4*	0.60	.05 at 15 ft.	5%

fc = footcandle.
 * In LZ2, LZ3, and LZ4, for project boundaries that abut public rights-of-way, light trespass requirements may be met relative to the curb line instead of the project boundary.

Table 3. Allowable lighting power densities, by lighting zone

	Lighting zone				
	LZ0	LZ1	LZ2	LZ3	LZ4
All exterior improved areas (except those listed below)	0.04 W/sf	0.04 W/sf	0.06 W/sf	0.10 W/sf	0.13 W/sf
Walkways	0.7 W/lf	0.7 W/lf	0.7 W/lf	0.8 W/lf	1.0 W/lf
Landscaping	No allowance	0.04 W/sf	0.05 W/sf	0.05 W/sf	0.05 W/sf
Entrance door (per linear foot of doorway)	20W	20W	20W	30W	30W
Entry canopy	0.25 W/sf	0.25 W/sf	0.25 W/sf	0.40 W/sf	0.40 W/sf
Illuminated building façade	No allowance	No allowance	2.5W/lf	3.75W/lf	5.0W/lf

sf = square feet; lf = linear feet.
 Note: The total exterior lighting power density allowance for all shared exterior applications is the sum of the specified allowances for individual illuminated areas. The following lighting is exempted when its controls meet the above requirements and are independent of the controls for nonexempt lighting:
 a. Specialized signal, directional, and marker lighting associated with transportation.
 b. Advertising and directional signage.
 c. Lighting integral to equipment or instrumentation and installed by its manufacturer.
 d. Lighting for theatrical purposes, including performance, stage, film, and video.
 e. Lighting for athletic playing fields.
 f. Temporary lighting (installed for no more than 30 days and then removed for at least 30 days).
 g. Lighting for industrial production, material handling, transportation sites, and associated storage areas.
 h. Theme elements in theme or amusement parks.
 i. Lighting to highlight features of public monuments and registered *historic buildings* or landmark structures.

Alternative method for meeting light trespass requirements in Table 2

A luminaire may be used if it is rated as follows according to the lighting zone of the site. If the luminaire is installed in other than the intended manner, the rating must account for the actual photometric geometry. An exception applies if at least 98% of a luminaire's emitted lumens are intercepted by man-made structures within the project. In either case, luminaires equipped with adjustable mounting devices permitting alteration of luminaire aiming in the field are not permitted.

Table 4. Allowable backlight and glare, by lighting zone

Backlight luminaire rating	Lighting zone				
	LZ0	LZ1	LZ2	LZ3	LZ4
> 2 mounting heights from property line	B0	B1	B2	B3	B4
1 to 2 mounting heights from property line and properly oriented*	B0	B1	B2	B3	B3
0.5 to 1 mounting height to property line and properly oriented*	B0	B0	B1	B2	B2
< 0.5 mounting height to property line adjacent to street and properly oriented*	B0	B0	B1	B2	B2
< 0.5 mounting height to property line and properly oriented*	B0	B0	B0	B1	B2
Glare luminaire rating	G0	G1	G2	G3	G4

* The luminaire must be mounted with backlight toward the property line.
 Note: Backlight and glare ratings are defined based on specific lumen limits for IESNA TM-15-07 solid angles, Addendum A.

