

SCHEDULE A
COMMUNITY AMENITIES AGREEMENT
(SFU Amenities)

This Agreement dated as of December 13, 2002.

BETWEEN:

SFU Community Corporation

("UCC")

AND:

SFU Community Association

(the "Association")

AND:

Simon Fraser University

("SFU")

WHEREAS:

- A. UCC is developing a comprehensive community known as "UniverCity – The Community at Simon Fraser" (the "Residential Community") comprised of residential, retail and office components, parks, schools and community facilities in phases on lands which are, and will continue to be, owned by SFU (the "Community Lands"), and which are presently legally described as those part or parts of Lot 1, District Lots 31, 101, 102, 144, 147, 209, 210 and 211, Group 1, NWD, Plan LMP30518 as are described in the SFU Official Community Plan as being zoned for residential development;
- B. SFU as Lessor and UCC as Lessee entered into an agreement to lease dated for reference August 1, 2001 with respect to the Community Lands;
- C. UCC intends to sell leasehold interests in the legal parcels comprising the Community Lands to third party developers;
- D. SFU makes available to its students, faculty and staff (the "Campus Community") access to and enjoyment of:

- (a) certain of its lands and buildings which may not generally be available to the public, either at all or without charge, which include, without limitation, certain parking facilities, libraries, and recreational facilities (collectively, the “Facilities”); and
- (b) certain programs and other services (collectively, the “Services”) which are offered by SFU from time to time to the Campus Community which include, without limitation, daycare facilities and lecture series;

(in this Agreement, the Facilities and Services are collectively, the “SFU Amenities”);

- E. SFU has agreed to extend certain of the SFU Amenities to residents of the Residential Community in accordance with the terms and conditions set forth in this Agreement; and
- F. The Association was formed for the purpose of, *inter alia*, fostering and strengthening the ties between the residents of the Residential Community and the Campus Community, and providing a mechanism for such residents to liaise and make arrangements with SFU for the use of the SFU Amenities.

NOW THEREFORE this Agreement witnesses that in consideration of the sum of one dollar (\$1.00) now paid by the Association to SFU, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article 1 – Interpretation

1.1 Definitions. In this Agreement, the following terms have the following meanings:

- (a) “Campus” means the campus of Simon Fraser University located on Burnaby Mountain which is situate on lands which are presently legally described as Lot 1, District Lots 31, 101, 102, 144, 147, 209, 210 and 211, Group 1, NWD, Plan LMP 30518;
- (b) “City” means the City of Burnaby;
- (c) “Community Card” has the meaning set out in section 3.1 of this Agreement;
- (d) “Community Card Holder” means a person to whom a Community Card has been issued by SFU;
- (e) “Members” means the following persons or bodies who are members of the Association:
 - (i) UCC;
 - (ii) any strata corporation created upon the deposit of a leasehold strata plan comprising any part of the Community Lands;

- (iii) any housing cooperative with respect to any residential building constructed within any part of the Community Lands; and
- (iv) the registered lessee under a ground lease of any part of the Community Lands (other than a strata lot or a new parcel created for leasing purposes by deposit of a reference plan under subsection 99(1)(k) of the *Land Title Act* (British Columbia)), unless such registered lessee is the City or a school board or school district;
- (f) “Residents” means all of those persons who permanently reside in residential units within the Residential Community; and
- (g) “Rules and Regulations” has the meaning set out in section 3.4 of this Agreement.

Article 2 – SFU Amenities

- 2.1 **Extension of SFU Amenities.** SFU will make available to Residents certain of the SFU Amenities from time to time, as determined by SFU in its sole discretion, on the terms and conditions set out in this Agreement.
- 2.2 **Priority.** The Association acknowledges that members of the Campus Community will have priority for the use and enjoyment of the SFU Amenities.
- 2.3 **Use Charges.** SFU reserves the right to impose reasonable charges for the use and enjoyment of the SFU Amenities, and SFU’s imposition of charges may distinguish between and impose different charges on members of the public, members of the Campus Community and Community Card Holders, as determined by SFU from time to time in its sole and arbitrary discretion.

Article 3 – Community Cards

- 3.1 **Community Cards.** A Resident is entitled to apply to SFU for a card (a “Community Card”) which will entitle such person, upon payment to SFU of a nominal annual fee for the Community Card and any applicable use charge pertaining to a particular SFU Amenity, to access to those SFU Amenities identified by SFU from time to time, which SFU Amenities will include one or more of the following, subject to campus community needs:
 - (a) use of designated parking facilities on the Campus on days and at times to be identified by SFU;
 - (b) library borrowing privileges from the SFU libraries identified by SFU;
 - (c) use of certain recreational facilities on the days and at times identified by SFU; and
 - (d) participation in certain Services identified by SFU from time to time.

The acquisition of a Community Card shall not give the holder any right, title or interest in the affairs or properties of SFU other than the privilege of access to certain SFU Amenities upon conditions that are more favourable than those enjoyed by other members of the public.

- 3.2 Application for a Community Card. A Resident may apply to SFU for a Community Card by:
- (a) written application on the form prescribed by SFU, which application will include a waiver releasing and indemnifying SFU from any loss, liability, damage or cost the Community Card Holder may incur relating to injuries or property damage suffered by the Community Card Holder or any other person, arising out of the Community Card Holder's use of the SFU Amenities; and;
 - (b) payment of a nominal annual fee prescribed by SFU.
- 3.3 Proof of Eligibility. Any person applying to SFU for a Community Card must provide proof of his or her residency on the Community Lands in the form of a current British Columbia Driver's License or other piece of photo identification issued by a federal or provincial agency.
- 3.4 Rules and Regulations. SFU has the exclusive right to manage and control the Campus including the Facilities and Services constituting the SFU Amenities, and from time to time SFU may establish, specify and enforce reasonable rules and regulations (the "Rules and Regulations") regarding the use, maintenance and operation of the SFU Amenities. Without limitation, SFU has the right to:
- (a) supervise and police the Campus and the SFU Amenities, and provide such security measures and patrols as SFU deems reasonably necessary;
 - (b) close off all or any part of the Campus, including any of the Facilities, for maintenance, repair, construction, development or other university purpose at such time or times as, in the opinion of SFU, are advisable; and
 - (c) interrupt, from time to time, the use of any of the SFU Amenities for the purpose of holding special events or carrying out any university purpose.
- 3.5 Termination of Privileges. A Community Card Holder's entitlement to a Community Card will terminate when:
- (a) a Resident ceases to permanently reside on the Community Lands; or
 - (b) the Community Card Holder breaches, violates or fails to comply with any Rules and Regulations or any of the terms and conditions set out in this Agreement.
- 3.6 Non-Transferrable. Community Cards may be acquired only by application through SFU, are non-transferrable, and shall be surrendered by a Community Card Holder upon the termination of privileges described in section 3.5 of this Agreement.

Article 4 – Miscellaneous

- 4.1 Amendment. This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
- 4.2 Notices. Any notice which may be given pursuant to this Agreement will be in writing, telecopied or sent by postage, prepaid mail and addressed to the parties as follows:

To the Association: SFU Community Corporation
8888 University Drive
Burnaby, British Columbia
V5A 1S6

Attention: President

To SFU: Simon Fraser University
c/o SFU Community Corporation
8888 University Drive
Burnaby, British Columbia
V5A 1S6

Attention: President

or at such other address as either party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by telecopy, or on the third business day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by telecopy rather than mail.

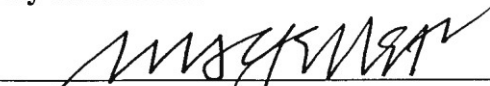
- 4.3 Notification by UCC. UCC agrees to notify each third party developer to whom it sells a leasehold interest in any part of the Community Lands of this Agreement.
- 4.4 Binding Effect. This Agreement will enure to the benefit of and be applicable upon the successors and permitted assigns of the parties.
- 4.5 Assignment. The Association may not assign its right, title or interest in this Agreement to any person.


IN WITNESS WHEREOF this Agreement has been duly executed by the parties as of the date first written above.

SFU Community Corporation

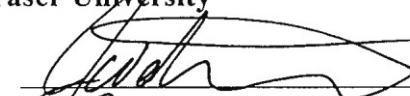
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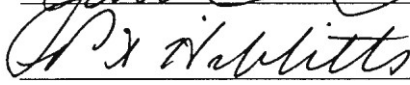
SFU Community Association

By:  _____

By:  _____

Simon Fraser University

By:  _____

By:  _____