

Notice of Meeting and Meeting Agenda Capital Regional Hospital District Board

Wednesday, April 14, 2021

1:05 PM

6th Floor Boardroom
625 Fisgard Street
Victoria, BC

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. TERRITORIAL ACKNOWLEDGEMENT

2. APPROVAL OF THE AGENDA

3. ADOPTION OF MINUTES

- 3.1. [21-293](#) Minutes of the March 10, 2021 and March 24, 2021 Capital Regional Hospital District Board Meetings

Recommendation: That the minutes of the Capital Regional Hospital District Board meetings of March 10, 2021 and March 24, 2021 be adopted as circulated.

Attachments: [Minutes - March 10, 2021](#)
[Minutes - March 24, 2021](#)

4. REPORT OF THE CHAIR

5. PRESENTATIONS/DELEGATIONS

5.1. Presentations

5.2. Delegations

6. CONSENT AGENDA

7. ADMINISTRATION REPORTS

- 7.1. [21-283](#) Oak Bay Lodge Property - Award of C-001 HAZMAT Abatement and Building Demolition Contract and Approval of Capital Expenditure and Borrowing Bylaw

- Recommendation:**
1. That tender C-001 HAZMAT Abatement and Building Demolition for the Oak Bay Lodge property be awarded to QM Environmental in the amount of \$3,543,090 plus GST, and a 6% contingency be approved;
 2. That the overall project budget of \$4,266,501 be approved;
 3. That Capital Bylaw No. 404, "Capital Regional Hospital District Capital Expenditure and Borrowing Bylaw No. 178, 2021" be introduced and read a first, second and third time; and
 4. That Bylaw No. 404 be adopted.
- (WA, 2/3rds on adoption)

- Attachments:**
- [Staff Report: OBL - Demo Contract and Capital & Borrowing Bylaw](#)
 - [Appendix A: Tender Summaries with Construction Manager's Recommendation](#)
 - [Appendix B: Bylaw No. 404, CRHD Capital Bylaw No. 178, 2021](#)

7.2. [21-284](#) Acquisition of up to five acres in Royal Bay for a Future Health Care Facility

- Recommendation:**
- 1) That conditions be removed and staff progress with acquiring the five acre property at Royal Bay for \$8 million plus closing costs; and
 - 2) That Capital Bylaw No. 405, "Capital Regional Hospital District Capital Expenditure and Borrowing Bylaw No. 179, 2021" be introduced and read a first, second and third time; and
 - 3) That Bylaw No. 405 be adopted.
- (WA, 2/3rds on adoption)

- Attachments:**
- [Staff Report: Acq'n up to 5 acres in Royal Bay for Future Health Care Facility](#)
 - [Appendix A: Site Plan Information](#)
 - [Appendix B: Purchase and Sale Agreement](#)
 - [Appendix C: Island Health Letter](#)
 - [Appendix D: Capital Expenditure & Borrowing Bylaw #179, 2021](#)

8. REPORTS OF COMMITTEES

9. BYLAWS

10. NOTICE(S) OF MOTION

11. NEW BUSINESS

12. ADJOURNMENT

Voting Key:

NWA - Non-weighted vote of all Directors

NWP - Non-weighted vote of participants (as listed)

WA - Weighted vote of all Directors

WP - Weighted vote of participants (as listed)

Meeting Minutes

Capital Regional Hospital District Board

Wednesday, March 10, 2021

1:05 PM

6th Floor Boardroom
625 Fisgard Street
Victoria, BC

PRESENT

Directors: D. Blackwell (Chair), C. Plant (Acting Chair), S. Brice, B. Desjardins, K. Harper (for F. Haynes) (EP), M. Hicks, G. Holman, D. Howe (EP), B. Isitt (EP), J. Loveday (EP), C. McNeil-Smith, D. Kabayashi (for R. Martin) (EP), R. Mersereau, K. Murdoch (EP), G. Orr, J. Ranns, D. Screech, L. Seaton, J. Bateman (for M. Tait) (EP), N. Taylor, K. Williams, R. Windsor (EP), G. Young

Staff: R. Lapham, Chief Administrative Officer; N. Chan, Chief Financial Officer; L. Hutcheson, General Manager, Parks and Environmental Services; K. Lorette, General Manager, Planning and Protective Services; K. Morley, General Manager, Corporate Services; T. Robbins, General Manager, Integrated Water Services; M. Lagoa, Deputy Corporate Officer; T. Pillipow, Committee Clerk (Recorder)

EP - Electronic Participation

Regrets: Director L. Helps (Chair), F. Haynes, R. Martin, M. Tait

The meeting was called to order at 1:04 pm.

1. TERRITORIAL ACKNOWLEDGEMENT

A Territorial Acknowledgement was provided in the preceding meeting.

2. APPROVAL OF THE AGENDA

MOVED by Director McNeil-Smith, **SECONDED** by Director Seaton,
That the agenda for the March 10, 2021 Session of the Capital Regional Hospital District Board be approved.
CARRIED

3. ADOPTION OF MINUTES

- 3.1. [21-215](#) Minutes of the February 10, 2021 Capital Regional Hospital District Board Meeting

MOVED by Director Brice, **SECONDED** by Director Mersereau,
That the minutes of the Capital Regional Hospital District Board meeting of February 10, 2021 be adopted as circulated.
CARRIED

4. REPORT OF THE CHAIR

There were no Chair's remarks.

5. PRESENTATIONS/DELEGATIONS

5.1. Presentations

There were no presentations.

5.2. Delegations

There were no delegations.

6. CONSENT AGENDA

MOVED by Director Screech, **SECONDED** by Director Holman,
That consent agenda item 6.1. be approved.
CARRIED

6.1. [21-142](#) Capital Regional Hospital District Investment Portfolio Holdings and Annual Performance Update

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:
That the Capital Regional Hospital District Investment Portfolio Holdings and Annual Performance Update be received for information.
CARRIED

7. ADMINISTRATION REPORTS

There were no Administration Reports.

8. REPORTS OF COMMITTEES

There were no Reports of Committees.

9. BYLAWS

There were no bylaws for consideration.

10. NOTICE(S) OF MOTION

There were no Notice(s) of Motion.

11. NEW BUSINESS

There was no new business.

12. ADJOURNMENT

MOVED by Director Plant, **SECONDED** by Director Screech,
That the March 10, 2021 Capital Regional Hospital District Board meeting be adjourned at 1:05 pm.
CARRIED

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

Meeting Minutes

Capital Regional Hospital District Board

Wednesday, March 24, 2021

1:00 PM

6th Floor Boardroom
625 Fisgard Street
Victoria, BC

Special Meeting - Budget

PRESENT

Directors: D. Blackwell (Chair), C. Plant (Acting Chair), S. Brice, M. Brame (for B. Desjardins) (EP), F. Haynes, L. Helps, M. Hicks (EP), G. Holman (EP), P. Brent (for D. Howe), J. Loveday (EP), C. McNeil-Smith (EP), R. Martin (EP), R. Mersereau, H. Braithwaite (for K. Murdoch) (EP), G. Orr (EP), K. Kahakauwila (for J. Ranns) (EP), D. Screech, L. Seaton, M. Tait (EP), N. Taylor, K. Williams, G. Young (EP)

Staff: R. Lapham, Chief Administrative Officer; N. Chan, Chief Financial Officer; L. Hutcheson, General Manager, Parks and Environmental Services; K. Lorette, General Manager, Planning and Protective Services; K. Morley, General Manager, Corporate Services; T. Robbins, General Manager, Integrated Water Services; M. Barnes, Senior Manager, Health and Capital Planning Strategies; R. Lachance, Senior Manager, Financial Services; M. Lagoa, Deputy Corporate Officer; T. Pillipow, Committee Clerk (Recorder)

EP - Electronic Participation

Regrets: Directors B. Desjardins, D. Howe, B. Isitt, K. Murdoch, J. Ranns, R. Windsor

The meeting was called to order at 1:01 pm.

1. TERRITORIAL ACKNOWLEDGEMENT

Chair Blackwell provided a Territorial Acknowledgement.

2. APPROVAL OF THE AGENDA

MOVED by Director Helps, **SECONDED** by Director Mersereau,
That the agenda for the March 24, 2021 Session of the Capital Regional Hospital District Board be approved.
CARRIED

3. PRESENTATIONS/DELEGATIONS

3.1. Presentations

There were no presentations.

3.2. Delegations

There were no delegations.

4. SPECIAL MEETING MATTERS

4.1. [21-224](#) Amendment to the Capital Regional Hospital District 2021-2030 Ten Year Capital Plan

K. Lorette spoke to item 4.1.

Discussion ensued on the following:

- funding allotment for minor projects
- residential care projects

**MOVED by Director Plant, SECONDED by Director Screech,
That the Capital Regional Hospital District 2021-2030 Ten Year Capital Plan be
amended and approved as submitted.**

CARRIED

4.2. [21-206](#) Capital Regional Hospital District Bylaw No. 403: 2021 Budget Bylaw

N. Chan spoke to item 4.2.

Discussion ensued on the following:

- capital funding model
- funding source for future residential care projects

**MOVED by Director Helps, SECONDED by Director Mersereau,
1. That Bylaw No. 403, "Annual Budget Bylaw, 2021", be introduced, read a first,
second and third time; and**

CARRIED

**MOVED by Director Helps, SECONDED by Director Mersereau,
2. That Bylaw No. 403 be adopted.**

CARRIED

5. ADJOURNMENT

**MOVED by Director Plant, SECONDED by Director Helps,
That the March 24, 2021 Capital Regional Hospital District Board meeting be
adjourned at 1:22 pm.**

CARRIED

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

**REPORT TO CAPITAL REGIONAL HOSPITAL DISTRICT BOARD
MEETING OF WEDNESDAY, APRIL 14, 2021**

SUBJECT **Oak Bay Lodge Property - Award of C-001 HAZMAT Abatement and Building Demolition Contract and Approval of Capital Expenditure and Borrowing Bylaw**

ISSUE SUMMARY

To seek approval for award of contract for the C-001 HAZMAT abatement and building demolition of the Oak Bay Lodge property and approval of Capital Expenditure and Borrowing Bylaw No. 178, 2021 to expend the funds to complete the project.

BACKGROUND

The Capital Regional Hospital District (CRHD) took over ownership of Oak Bay Lodge (2251 Cadboro Bay Road) from Vancouver Island Health Authority (Island Health) effective August 14, 2020. On February 10, 2021 the CRHD Board approved Unitech Construction Management Ltd. as Construction Manager on the Oak Bay Lodge project. Under Unitech's management, tender C-001 for HAZMAT abatement and building demolition was issued on March 25, 2021. The tender closed on April 1, 2021.

Thirty companies registered interest in the tender. Nine companies submitted bids. These were reviewed for compliance with the tender documents, clarified and equalized, and checked for mathematical errors. The summarized bids in Appendix A have been found to be complete. If awarded by the Board on April 14, 2021, coordination work will commence immediately with work expected to be completed within eight months. The contract for this work would follow the standard Canadian Construction Documents Committee (CCDC) form of agreement.

Nine proposals were received. The top four lowest priced proposals were scored and evaluated based on price, recycling disposal strategy, and schedule. Demolition and abatement expertise was evaluated based on references, local expertise, and staffing levels. The scoring matrix is attached as Appendix A. Based on this evaluation QM Environmental had the highest score and it is recommended we proceed with this contractor.

Approval of a capital expenditure and borrowing bylaw by the Board is required to expend and borrow these funds (Appendix B). Approval for \$4.3 million is requested to cover the successful bid fee, construction management fees, general requirements and CRHD project management costs. General requirements and other project costs include testing and inspection services, barriers and fencing, temporary site office, site housekeeping, temporary toilets, tree removal, dewatering, surface protection, water, and arborist costs, communications, engagement, legal and insurance costs. The 2021-2030 CRHD 10 Year Capital Plan approved up to \$10 million in spending for this project. The project budget is summarized in the table below:

C-001 HAZMAT Abatement and Demolition	\$3,543,090
CM Services, Site Supervisor and Disbursements	\$210,250
General Requirements and other project costs	\$271,661
Overall Project Contingency (6%)	\$241,500
Total	\$4,266,501

ALTERNATIVES

Alternative 1

1. That tender C-001 HAZMAT Abatement and Building Demolition for the Oak Bay Lodge property be awarded to QM Environmental in the amount of \$3,543,090 plus GST, and a 6% contingency be approved;
2. That the overall project budget of \$4,266,501 be approved;
3. That Capital Bylaw No. 404, "Capital Regional Hospital District Capital Expenditure and Borrowing Bylaw No. 178, 2021" be introduced and read a first, second and third time; and
4. That Bylaw No. 404 be adopted.

Alternative 2

That the Oak Bay Lodge Property - Award of C-001 HAZMAT Abatement and Building Demolition Contract and Approval of Capital Expenditure and Borrowing Bylaw report be referred back to staff for additional information.

IMPLICATIONS

Financial Implications

The 2021-2030 CRHD 10 Year Capital Plan authorized up to \$10 million in spending for the demolition project at the Oak Bay Lodge property - \$5 million in 2021 and another \$5 million earmarked in 2022. Based on the tender process the budget allocated in 2022 may no longer be required, however, any costs expended to prepare the site in 2022 will require capital expenditure authority. According to the project proforma, the project budget of \$4.3 million will be spent in 2021 over a period of 10 months and costs financed through the Municipal Finance Authority of BC. The term of debt service amortization for this project would be five years, in accordance with CRHD borrowing guidelines. The proposed debt servicing costs for this project have been included in the 2021-2025 CRHD Budget, approved on March 24, 2021.

In order to proceed with any capital spending on the project, a Capital Borrowing and Expenditure Bylaw must be enacted and approved by the Board. The appropriate Capital Borrowing and Expenditure Bylaw for Alternative 1 is represented in Appendix B.

CONCLUSION

The Oak Bay Lodge property is a high priority project identified in the CRHD's 10 Year Capital Plan and demolition of the existing facility is necessary to realize the future value of the site for the capital region.

RECOMMENDATION

1. That tender C-001 HAZMAT Abatement and Building Demolition for the Oak Bay Lodge property be awarded to QM Environmental in the amount of \$3,543,090 plus GST, and a 6% contingency be approved;
2. That the overall project budget of \$4,266,501 be approved;
3. That Capital Bylaw No. 404, "Capital Regional Hospital District Capital Expenditure and Borrowing Bylaw No. 178, 2021" be introduced and read a first, second and third time; and
4. That Bylaw No. 404 be adopted.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENTS

Appendix A: Tender Summaries with Construction Manager's Recommendation
Appendix B: Bylaw No. 404, Capital Regional Hospital District Capital Bylaw No. 178, 2021

Tender Summaries with Construction Manager's Recommendations

C-001 HAZMAT Abatement and Building Demolition Contract

No.	Trade Contractor Name	Total Tendered Amount (excl. GST)	Demolition Matrix Score (max points 100)
1	QM Environmental*	\$3,543,089.76	92.11
2	Roadbridge Services Ltd.	\$3,413,460.00	77.00
3	Priestly Demolition Inc.	\$3,550,058.75	59.04
4	McColman and Sons Demolition Ltd.	\$3,741,380.00	41.81
5	Nucor Environmental Solutions Ltd.	\$4,674,046.00	
6	MWL Demolition Ltd.	\$4,949,200.00	
7	Matcon Demolition Ltd.	\$5,070,940.00	
8	Industra Construction Corp.	\$5,438,534.00	
9	Hans Demolition & Excavating Ltd.	\$7,096,900.00	

Note: * = recommended

Corporate Officer

SCHEDULE “A”

Bylaw No. 404

CAPITAL REGIONAL HOSPITAL DISTRICT

CAPITAL EXPENDITURE AND BORROWING BYLAW

BYLAW NO. 178, 2021

NAME OF PROJECT	PROJECT DESCRIPTION	PROJECT NUMBER	TERM OF ISSUE	CRHD BYLAW AMOUNT
Oak Bay Lodge	Hazmat Abatement and Building Demolition	C178–21–01	Five Years	\$4,300,000

**REPORT TO CAPITAL REGIONAL HOSPITAL DISTRICT BOARD
MEETING OF WEDNESDAY, APRIL 14, 2021**

SUBJECT **Acquisition of up to five acres in Royal Bay for a Future Health Care Facility**

ISSUE SUMMARY

Approval of the acquisition of up to five acres in Royal Bay, Colwood, BC.

BACKGROUND

The Capital Regional Hospital District (CRHD) Board has previously directed staff to pursue a health facility project in partnership with Island Health in the Westshore, Saanich Peninsula, or Sooke. This goal is also included in the Health and Capital Planning annual service plan.

The CRHD has negotiated a draft Purchase and Sale Agreement (PSA) (Appendix B) to purchase four acres for \$6.4 million, with the option to purchase an additional one acre to create a five acre lot for a total land acquisition cost of \$8.0 million.

The Capital Regional District Board provided direction on January 6, 2021:

- a) *That the Purchase and Sale to acquire four acres with an option to acquire an additional acre in Royal Bay in the City of Colwood be approved. The legal description of the lands is Lot D, Sections 40 and 54, Esquimalt District, Plan VIP58414 except part in Plans VIP75020, VIP82319, EPP53441, EPP46013 and EPP47348, PID 018-998-755 (see plan attached as Appendix A);*
- b) *That the Chief Administrative Officer be authorized to negotiate, execute and do all things incidental to finalizing the acquisition.*

The January 6, 2021 staff report indicated that if Island Health provides positive support for the funding of the project, the CRHD will progress with the acquisition. However if the CRHD does not receive a positive response from Island Health then staff will report back to the Board in April. Since that time Island Health has provided a letter of support (Appendix C) and anticipates submitting a business plan to the Treasury Board in the spring of 2021.

The closing date for the acquisition would be November 23, 2021. The following conditions precedent have been completed including a grading plan, complete due diligence items, and a letter from Island Health supporting the project. The only remaining condition to be removed is Board approval.

The Purchase and Sale Agreement requires that the CRHD pay a \$1.2 million *non-refundable* deposit by April 16, 2021 when the CRHD waives its final condition.

In addition to zoning, the lands will also be subject to the following restrictive covenants with the vendor that will expire 66 months following the date of acquisition:

- a) The lands shall not be used for any purpose other than as a public or private designated health facility, nursing home or congregate care and any uses reasonably ancillary or incidental thereto;
- b) No building or other improvement on the lands shall exceed six stories in height; and

- c) The Vendor shall have an option to purchase the lands back, if the CRHD does not commence construction within five years of purchasing the land. If the option is exercised, the Vendor will pay the greater of the purchase price and the appraised value of the lands.

After 66 months a section 219 covenant will remain with the City of Colwood that the lands shall not be used for any purpose other than as a public or private designated health facility, nursing home or congregate care and any uses reasonably ancillary or incidental thereto.

ALTERNATIVES

Alternative 1

- 1) That conditions be removed and staff progress with acquiring the five acre property at Royal Bay for \$8 million plus closing costs;
- 2) That Capital Bylaw No. 405, "Capital Regional Hospital District Capital Expenditure and Borrowing Bylaw No. 179, 2021" be introduced and read a first, second and third time; and
- 3) That Bylaw No. 405 be adopted.

Alternative 2

That staff be directed to extend the Purchase and Sale Agreement for a fee of \$26,666.67 per month plus GST (a total of \$80,000.01 plus GST) for three months which will escalate the purchase price accordingly, with the hope that the Treasury Board may approve the project prior to progressing with the acquisition.

Alternative 3

That staff decline the opportunity and await the Province to confirm funding, consider other sites, or renegotiate a Purchase and Sale Agreement with the Vendor when approval is received.

IMPLICATIONS

Intergovernmental Implications

The CRHD is working with Island Health staff and consultant team to ensure the business plan is submitted to Treasury Board in the spring of 2021. See Appendix C letter from Island Health outlining its interest and submission of a business plan and request for funding to the Treasury Board. It should be noted that there are no guarantees that Island Health will receive the funding for this project in 2021, however it is possible that if it is not received in 2021 the funding may be received in a future year. Island Health has invested its own resources to hire consultants, develop a schematic design, and produce a costing estimate for the project. Island Health is supportive of the project and CRHD staff are comfortable that a suitable exit strategy exists in the event Treasury Board funding is not secured in the next five years.

Financial Implications

Alternative 1

Acquisition of the five acre parcel at Royal Bay will cost the CRHD \$8 million (plus up to \$400,000 for closing costs and due diligence). On March 24, 2021 the CRHD Board approved the 2021-2030 Amended 10 Year Capital Plan which included a land acquisition for \$8.4 million for a long-term care facility.

These capital expenditures will require the enactment of a Capital Expenditure and Borrowing Bylaw (Appendix D), and payment of a non-refundable deposit of \$1.2 million by April 16, 2021. The bylaw authorizes up to \$8.4 million in capital spending for the project and up to \$2.2 million in debt borrowing authority through the Municipal Finance Authority. There is a balance of \$6.2 million in the CRHD Land Development Reserve which will be applied against the purchase price of \$8 million (plus closing costs). The remainder of the acquisition cost (plus closing costs) is due on November 23, 2021 and will be borrowed through the Municipal Finance Authority.

Property holding costs are expected to be minimal and will be incorporated into the 2022 financial plan.

Hold the property and await approval from the Province, and if not received within five years there is potential the Vendor may exercise its right to purchase the property back for a minimum of the Purchase Price, or sell it to another entity interested in constructing a health facility, nursing home or congregate care facility on the site.

Alternative 2:

Extension of the PSA agreement for three months would defer the Board Condition date and \$1.2 million deposit obligation to July 15, 2021. The extension will cost the CRHD a monthly fee of \$26,666.67 plus GST, up to a maximum of \$80,000 plus GST. The PSA extension fees could be funded by the Administration and Feasibility Reserve. The balance in this reserve is currently \$1.4 million. We do not anticipate having any additional information regarding Treasury Board approval in three months' time so this option is not recommended.

Alternative 3:

There is no immediate financial implication associated with this alternative. The CRHD commissioned appraisal values the land at \$9.82 million (five acres) and \$8.02 million (four acres). The current total acquisition value is below the appraised value. By declining the current opportunity, the CRHD may risk purchase price escalation should a PSA be renegotiated on the same property in the future.

CONCLUSION

The acquisition of the Royal Bay site will meet a corporate priority (14a-1) and service plan goal by advancing a health facility in the Westshore. Island Health is supportive of the project and this represents an exciting opportunity to meet the long term care needs of the capital region going forward.

RECOMMENDATION

- 1) That conditions be removed and staff progress with acquiring the five acre property at Royal Bay for \$8 million plus closing costs; and
- 2) That Capital Bylaw No. 405, "Capital Regional Hospital District Capital Expenditure and Borrowing Bylaw No. 179, 2021" be introduced and read a first, second and third time; and
- 3) That Bylaw No. 405 be adopted.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

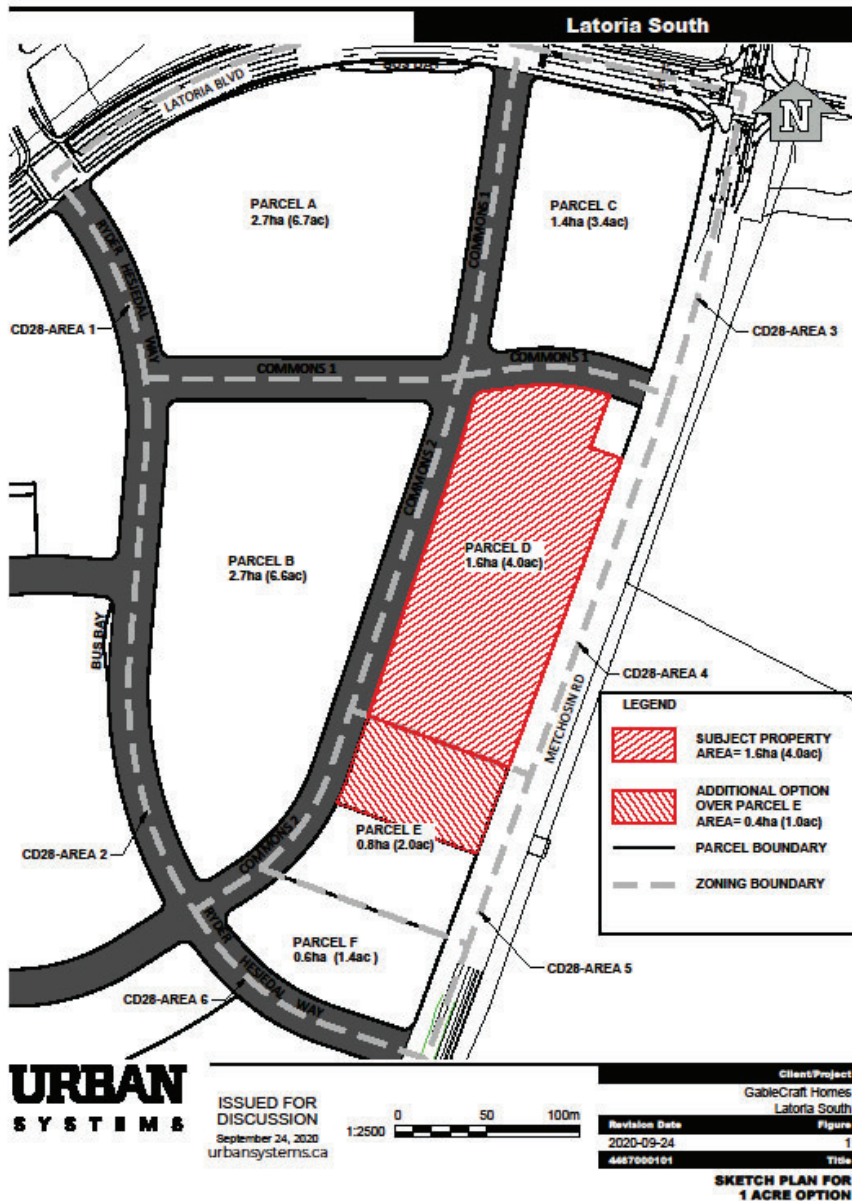
ATTACHMENTS

- Appendix A: Site Plan Information
- Appendix B: Purchase and Sale Agreement
- Appendix C: Island Health Letter
- Appendix D: Capital Expenditure and Borrowing Bylaw No. 179, 2021

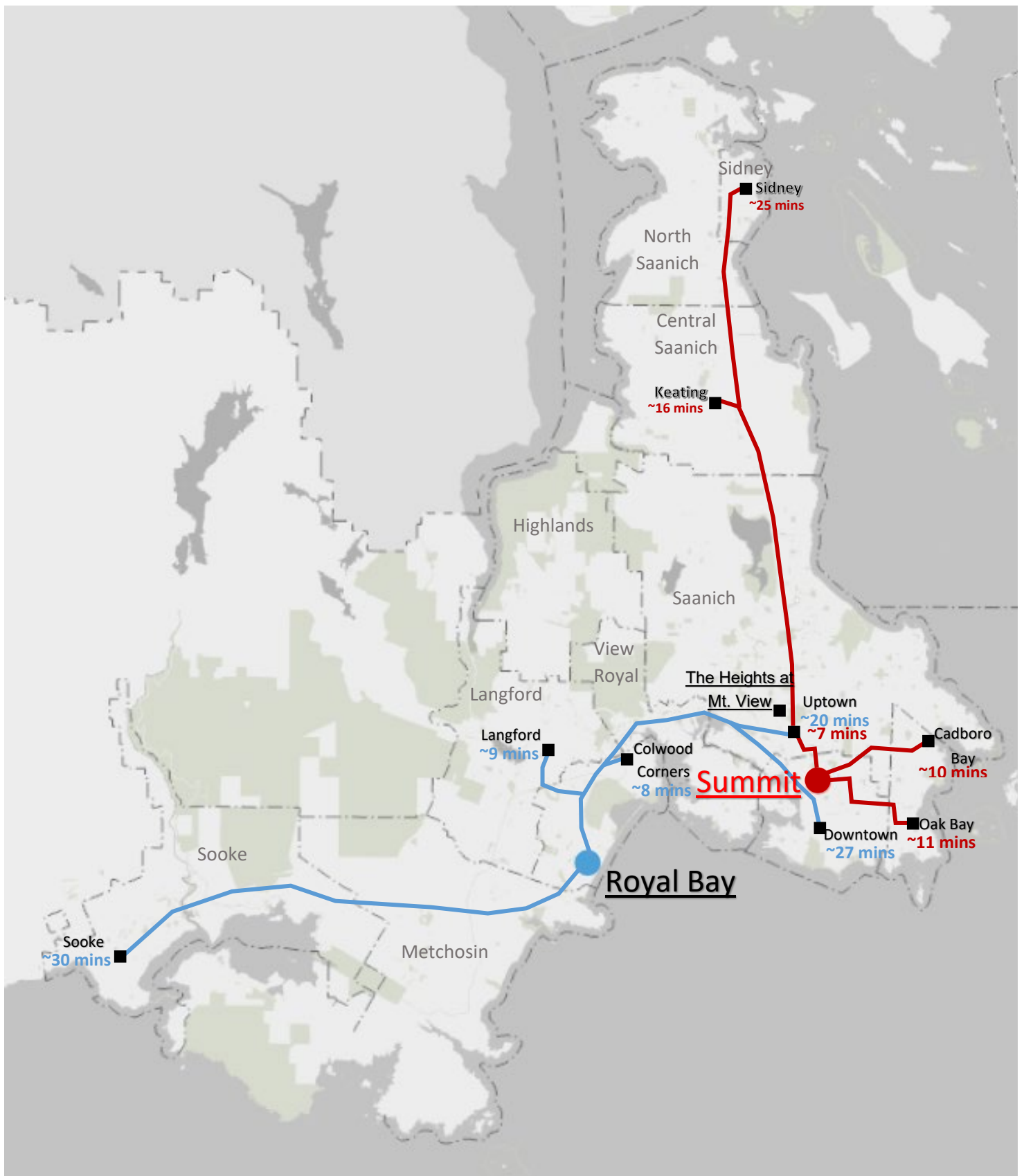


A-1

**SCHEDULE A
PLAN OF LANDS**



CRHD Projects – Travel times



* Travel times are based on traveling in a car, and were estimated using Google Maps route finder.

PURCHASE AND SALE AGREEMENT

BETWEEN

LATORIA SOUTH DEVELOPMENT LIMITED PARTNERSHIP

AND

CAPITAL REGIONAL HOSPITAL DISTRICT

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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated as of January ___, 2021.

BETWEEN:

LATORIA SOUTH DEVELOPMENT LIMITED PARTNERSHIP

(the "Vendor")

AND:

CAPITAL REGIONAL HOSPITAL DISTRICT

(the "Purchaser")

WHEREAS:

- A. The Vendor is, and will be on the Completion Date, the beneficial owner of the Purchased Property; and
- B. The Purchaser has agreed to purchase, and the Vendor has agreed to sell, the Purchased Property upon the terms and conditions herein contained.

THEREFORE in consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

ARTICLE 1 INTERPRETATION

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

"Additional One Acre" means that part of the Parent Property having an area of approximately 1.00 acre shown cross hatched in red on such plan (excluding the portion of such cross hatched area located on the area shown as "Parcel D") and labelled as "Additional Option Over Parcel E Area = .4 ha (1.0 ac)", and all rights and benefits appurtenant thereto;

"Adjustment Date" means the Completion Date;

"Applicable Laws" means all applicable common laws, statutes, regulations, rules, standards, codes, protocols, policies, guidelines and bylaws of, or issued by or under the direction or authority of, any Governmental Authority;

"Arm's Length" means the relationship between Persons who are not "related persons" as defined in the *Income Tax Act* (Canada), as amended from time to time;

"Beneficial Interest" means the 100% beneficial interest in the Lands;

"Board Condition Date" means April 16, 2021;

"Business Day" means a day which is not a Saturday, Sunday or statutory holiday (as defined in the *Employment Standards Act* (British Columbia)) in British Columbia;

"City" means the City of Colwood;

"Closing" means the closing of the agreement of purchase and sale for the Purchased Property on the Completion Date;

"COC" means the Certificate of Compliance issued by the Ministry of Environment on December 24, 2008;

"Completion Date" means November 23, 2021;

"Delivery Materials" means all information and material made available to the Purchaser pursuant to Section 4.1(b);

"Deposit" means the amount paid by the Purchaser pursuant to Section 2.3(a);

"Development Covenants" has the meaning set out in Section 4.2(l);

"Encumbrance" means any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, pledge, hypothecation, security interest, judgment, easement, right of way, encroachment, restrictive or statutory covenant, profit à prendre, right of re-entry, lease, licence, assignment, option or claim, or right of any kind or nature whatsoever which constitutes or becomes by operation of law or otherwise such a legal notation, charge, lien, interest or other encumbrance or title defect;

"Environment" means humans, animals, plants and other living organisms and air, land, water and all other external conditions or influences under which humans, animals, plants and other living organisms, live or are developed;

"Environmental Laws" means all Applicable Laws relating to or in respect of the protection of the Environment or in respect of Hazardous Substances including the *Environmental Management Act* (British Columbia);

"Execution Date" means the date this Agreement is executed and delivered by both parties;

"Facility" means the seniors care building that the Purchaser proposes to construct on the Lands which will have a maximum of six stories;

"Fair Market Value" means, in respect of the Lands, the most probable price which an Arm's Length purchaser would pay for the Lands in a competitive and open market under all conditions requisite to a fair sale, the purchaser and the vendor each acting prudently and knowledgeably, and assuming the Lands will be subject to the Restrictive Covenant and that the price is not otherwise influenced by unique factors personal to the purchaser or the vendor;

"Governmental Authority" means any federal, provincial, regional, municipal or local government, government authority, office or official having jurisdiction or other political subdivision of any of them, or any entity, authority, agency or court or person exercising executive, legislative, judicial, regulatory or administrative functions on behalf of any such government, government authority, office or official having jurisdiction or other political subdivision thereof;

"Grading Plan" has the meaning set out in Section 6.4;

"Grading and Servicing Works" has the meaning set out in Section 4.3(c);

"Grading Works" has the meaning set out in Section 4.4(a);

"GST" has the meaning set out in Section 9.9;

"GST Certificate" has the meaning set out in Section 9.9;

"Hazardous Substance" means any substance, material or thing or combination of substances, materials or things which could cause an adverse effect on, or which is dangerous or detrimental or potentially dangerous or detrimental to, any part of the Environment, including a substance, material or thing which is prohibited, controlled or regulated under any Environmental Law and, in respect of the foregoing, is found in a material or relevant concentration for the purpose of any Environmental Law;

"Lands" means, subject to Section 2.5, that part of the Parent Property having an area of approximately 4.00 acres and shown as "Parcel D" on the plan attached as Schedule A, and all rights and benefits appurtenant thereto;

"LTO" means the Victoria Land Title Office;

"Nominee" means Royal Bay Holdings No. 2 Ltd.;

"Notice of Interest Discharge" has the meaning set out in Section 7.1(c);

"Option to Purchase" has the meaning set out in Section 9.1;

"Parent Property" means that real property legally described as Parcel Identifier 018-998-755, Lot D, Sections 40 and 54, Esquimalt District, Plan VIP58414 except Part in Plans VIP75020, VIP82319, EPP53441, EPP46013 and EPP47348;

"Permitted Encumbrances" means the Encumbrances listed in Schedule A attached hereto;

"Person" includes any individual, corporation, body corporate, partnership, joint venture, trust, estate, unincorporated association or other entity or Governmental Authority however designated or constituted;

"Purchase Price" means the amount set out in Section 2.2;

"Purchased Property" means the Lands and all other rights and benefits to be granted or transferred to the Purchaser under this Agreement;

"Purchaser's Solicitors" means the solicitors appointed by the Purchaser to act on its behalf in connection with the transaction contemplated herein;

"Releasees" has the meaning set out in Section 4.8;

"Releasers" has the meaning set out in Section 4.8;

"Restrictive Covenant" has the meaning set out in Section 9.2;

"Restrictive Covenant Dominant Tenement" means PID: 018-998-739, Lot B Sections 40, 41, 42, 51, 52, 53 and 54 Esquimalt District Plan VIP58414 Except Part in Plan VIP79370 Except Plan EPP100193;

"Section 219 Covenant" has the meaning set out in Section 9.3;

"Servicing Works" has the meaning set out in Section 4.4(c);

"Subdivision Plan" has the meaning set out in Section 4.3;

"Transfer" has the meaning set out in Section 7.1(b); and

"Vendor's Solicitors" means McCarthy Tétrault LLP.

1.2 General Principles For the purposes of this Agreement:

- (a) "this Agreement" means this Agreement, including the Schedules hereto, as the same may be supplemented or amended and in effect from time to time;
- (b) any reference in this Agreement to an Article, Section or Schedule is a reference to the appropriate Article, Section or Schedule in or to this Agreement;
- (c) if any provision of this Agreement or any part hereof is found or determined to be invalid, then it will be severable and severed from this Agreement and the remainder of this Agreement will be construed as if such invalid provision or part had been deleted from this Agreement;
- (d) the headings used in and the organization of this Agreement are solely for convenience of reference and will not in any way affect, limit, amplify or modify the terms hereof and will not be construed in any way to be part of this Agreement in the interpretation hereof;
- (e) the words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Schedule hereof;
- (f) the word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set out immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto;
- (g) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa;
- (h) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statutes or any regulations that may be passed which have the effect of supplementing or superseding such statutes or regulations; and
- (i) all references to monetary amounts in this Agreement are references to Canadian dollars.

1.3 Schedules¶ The following are the Schedules to this Agreement, each of which is an integral part hereof:

Schedule A – Plan of Lands

Schedule B – Permitted Encumbrances

Schedule C – Restrictive Covenant

**ARTICLE 2
PURCHASE AND SALE, PURCHASE PRICE AND PAYMENT**

2.1 Purchase and Sale¶ The Purchaser hereby agrees to purchase the Purchased Property from the Vendor on the terms and conditions set out herein and the Vendor agrees to sell the Purchased Property to the Purchaser on the terms and conditions set out herein.

2.2 Purchase Price¶ The Purchase Price for the Purchased Property will be equal to \$6,400,000, subject to the adjustments contemplated in Sections 2.5 and 3.3.

2.3 Payment of Purchase Price¶ The Purchase Price for the Purchased Property will be paid as follows:

- (a) as to \$1,200,000, by payment of such amount by the Purchaser to the Purchaser's Solicitors in trust within five Business Days after the satisfaction or waiver of the conditions precedent set out in Sections 6.1 and 6.4; and
- (b) as to the balance of the Purchase Price (subject to the adjustments made pursuant to Section 3.3), by payment of such amount by the Purchaser to the Vendor pursuant to Article 8.

2.4 Application of Deposit¶ The amount paid at any time on account of the Deposit will be:

- (a) paid to the Vendor:
 - (i) on the Completion Date on account of the Purchase Price, if the Vendor and the Purchaser complete the sale and purchase of the Purchased Property on the Completion Date; or
 - (ii) upon the default of the Purchaser in completing the purchase of the Purchased Property on the Completion Date, unless such default is waived in writing by the Vendor, and such amount so paid to the Vendor will be absolutely forfeited to the Vendor without prejudice to any other right or remedy of the Vendor; or
- (b) paid to the Purchaser (less the \$1.00 paid by the Purchaser to the Vendor pursuant to Section 6.1):
 - (i) if this Agreement is terminated pursuant to Section 4.3; or
 - (ii) upon the default of the Vendor without prejudice to any other right or remedy of the Purchaser, if the Vendor is in default of its obligation to complete the sale of the Purchased Property hereunder, unless such default is waived in writing by the

Purchaser or the Purchaser has elected to complete the purchase of the Purchased Property without prejudice to any other right or remedy of the Purchaser.

2.5 Option to Acquire One Additional Acre¶ The Vendor hereby acknowledges and agrees that the Purchaser will have the option to acquire the Additional One Acre by giving written notice to that effect to the Vendor at any time on or before 5:00 p.m. (Vancouver time) on the Board Condition Date. If the Purchaser exercises such option to purchase in the foregoing time and manner, then:

- (a) this Agreement will be deemed to have been amended as follows:
 - (i) the definition of "Lands" in Section 1.1 will be amended to mean that part of the Parent Property having an area of approximately 5.00 acres as shown cross hatched in red on the plan attached as Schedule A; and
 - (ii) Section 2.2 will be amended to provide that the Purchase Price for the Purchased Property will be equal to \$8,000,000, subject to the adjustments contemplated in Section 3.3; and
- (b) the Vendor will use commercially reasonable efforts to cause the Council of the City to enact, before the Completion Date, an amendment to the zoning by-law applicable to the Additional One Acre to allow for the use of the Additional One Acre for the Facility (for greater certainty, such amendment must allow one parking stall for every three beds in the Facility); provided, however, if the Vendor is unable to obtain such enactment on or before June 30, 2021 (or such later date as the parties may mutually agree upon in writing) despite using commercially reasonable efforts, this Section 2.5 will be of no further force or effect as if the amendments contemplated herein did not occur and the remainder of this Agreement will continue in full force and effect, unamended.

2.6 Architectural Controls¶

- (a) In this Section 2.6:
 - (i) "**Architectural Guidelines**" means the Development Permit Area Guidelines – The Commons attached as Appendix A to the Latoria South Sub-Area Plan dated June 22, 2020 prepared by Gablecraft Homes and Urban Systems for the area of the Royal Bay Development known as "The Commons" (which Sub-Area Plan is attached to the City's Bylaw No. 1700-03), as amended or replaced from time to time, a copy of which the Purchaser hereby acknowledges receipt of prior to the execution and delivery of this Agreement; and
 - (ii) "**Improvements**" means, collectively and individually, any buildings or other improvements of any sort.
- (b) Unless specifically permitted in writing by the Vendor, the Purchaser will not commence construction or installation of any Improvements, including without limitation, any:
 - (i) excavation or removal of any fill, trees or groundcover;
 - (ii) application for development approval or a building permit; or
 - (iii) material alteration to or modification or replacement of any Improvements,

on any of the Lands without first submitting the plans and specifications (the "**Plans and Specifications**") to the Vendor for approval by the Vendor. If the Vendor does not provide the Purchaser with its written approval, or written reasons for its disapproval, of the Plans and Specifications within 14 days of receiving the Plans and Specifications, the Vendor will be deemed to have approved the Plans and Specifications.

- (c) The Vendor acknowledges and agrees that it will not unreasonably withhold its approval of the Plans and Specifications so long as they conform to the Architectural Guidelines.
- (d) Following approval of the Plans and Specifications by the Vendor, the Purchaser will not commence or carry out construction of Improvements on the Lands:
 - (i) except in accordance with the approved Plans and Specifications and otherwise in accordance with the Architectural Guidelines; and
 - (ii) except in compliance with all applicable laws, bylaws, ordinances, rules, regulations or orders of governmental or municipal authorities.
- (e) The Purchaser acknowledges and agrees that any breach or violation of the covenants contained in this Section 2.6: (i) will cause irreparable damage and harm to the Vendor given its ownership interests in the Parent Property and other areas of the Royal Bay community and (ii) will not be adequately relieved by way of damages alone. Therefore, in addition to any other remedies to which the Vendor may at any time be entitled at law or in equity, the Vendor will be entitled to seek injunctive relief in any court of competent jurisdiction to prevent any such breach or violation and to specifically enforce any or all of the covenants contained in this Section 2.6.
- (f) The Purchaser will not transfer the Lands unless (i) the Improvements on the Lands have been completed or (ii) the Purchaser first obtains from the transferee a written agreement in favour of the Vendor pursuant to which the transferee agrees to assume and to be bound by the terms of this Section 2.6 as if it was the original party hereto.
- (g) This Section 2.6 will be of no further force or effect if the Option to Purchase is expired or discharged from title to the Lands or if the Option to Purchase becomes exercisable but is not exercised by the Vendor within the time and manner contemplated therein.

ARTICLE 3

COMPLETION, POSSESSION AND ADJUSTMENTS

- 3.1 Completion**¶ The completion of the purchase and sale of the Purchased Property contemplated by this Agreement will occur on the Completion Date or such other date as may be agreed in writing by the Vendor and the Purchaser.
- 3.2 Possession**¶ The Vendor will deliver to the Purchaser vacant possession of the Purchased Property free from all Encumbrances other than the Permitted Encumbrances immediately upon completion of the sale and purchase of the Purchased Property.
- 3.3 Adjustments**¶ Adjustments for the Purchased Property will be made as of the Adjustment Date and the payment due pursuant to Section 2.3(b) will be adjusted accordingly. The Vendor will be responsible for all expenses and will be entitled to all revenues accrued with respect to the Purchased Property for the period ending on the day before the Adjustment Date and, for the period from and including the Adjustment Date, the Purchaser will be responsible for all expenses

and will be entitled to all revenues accruing with respect to the Purchased Property. If necessary, the Purchase Price will also be adjusted as contemplated in Section 4.3.

- 3.4 Risk**¶ The Lands will be at the Vendor's risk until the completion of the sale and purchase of the Purchased Property contemplated herein and thereafter at the risk of the Purchaser.

ARTICLE 4 VENDOR'S COVENANTS, REPRESENTATIONS AND WARRANTIES

- 4.1 Basic Covenants**¶ The Vendor covenants and agrees with the Purchaser that the Vendor:

- (a) will permit the Purchaser and the Purchaser's employees, engineers, agents and advisors to enter onto the Lands and carry out such inspections, tests, studies, surveys and investigations of the Lands as the Purchaser may reasonably require, provided that the Purchaser's access to the Lands for such purposes will:
 - (i) be at reasonable times scheduled by the Vendor at the Purchaser's request;
 - (ii) at the option of the Vendor, be subject to the Vendor's supervision;
 - (iii) be at the Purchaser's sole risk and expense; and
 - (iv) be subject to the Purchaser, at its cost, repairing any damage caused in connection therewith;
- (b) will make available to the Purchaser, in electronic or physical form (as determined by the Vendor), on or before that day which is five Business Days after the Execution Date, true and complete copies of all third party studies, tests, surveys, investigations, reports (including engineering, geotechnical and environmental reports), permits and other information concerning the Lands (excluding appraisals of, and any financial analysis and reports relating to, the Lands), but only to the extent that the foregoing documents are in the Vendor's possession or control;
- (c) subject to the overriding provisions of Section 9.18 hereof, will permit and enable the Purchaser and its agents, representatives and consultants to make such copies of the material referred to in Section 4.1(b) as the Purchaser may require in connection with its due diligence review of the Purchased Property;
- (d) will execute, or cause to be executed, and return to the Purchaser or the Purchaser's Solicitors as soon as is reasonably possible all consents or letters of authority which it may be necessary for the Vendor or the Nominee, or any director of either of them, to execute in order for the Purchaser to conduct such due diligence searches with respect to the purchase of the Purchased Property as it determines to be necessary;
- (e) will authorize the Purchaser and its agents, consultants and advisors to correspond with the City for the purpose of obtaining information on record with the City regarding the Lands, including information regarding compliance with the Development Covenants and will, at the Purchaser's request, execute and deliver any authorizations reasonably required by the Purchaser to authorize the City to release such information to the Purchaser; and

- (f) except as contemplated in Schedule B, will not enter into any new Encumbrance that will materially and adversely affect the Lands, or modify, amend or cancel the Permitted Encumbrances in any manner that materially and adversely affects the Lands, without the prior written consent of the Purchaser.

4.2 Vendor's Representations and Warranties¶ The Vendor represents and warrants to the Purchaser, that, subject to the limitations, if any, expressed herein, as at the Completion Date:

- (a) the Vendor will hold beneficial title to the Lands, free and clear of all Encumbrances other than the Permitted Encumbrances and those Encumbrances to be discharged pursuant to Section 8.5, legal title to the Lands being registered in the name of the Nominee and held in trust by the Nominee as nominee and bare trustee for the Vendor;
- (b) the Nominee will have no beneficial interest in the Lands;
- (c) the Vendor is a limited partnership duly formed and validly existing under the laws of British Columbia and extra-provincially registered in British Columbia and has the power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated herein;
- (d) the Nominee is a body corporate duly incorporated and validly existing under the laws of Canada and extra-provincially registered in British Columbia and has the corporate power, capacity and authority to hold legal title to the Lands in trust for the Vendor;
- (e) there is no action or proceeding pending or to the Vendor's knowledge threatened against the Vendor or the Nominee before any court, arbiter, arbitration panel or administrative tribunal or agency which, if decided adversely to the Vendor or the Nominee, might materially affect the Vendor's ability to perform the Vendor's obligations hereunder;
- (f) neither the Vendor's entering into this Agreement nor the performance of its terms will result in the breach of or constitute a default under any indenture, mortgage, deed of trust or other agreement to which the Vendor is bound or subject;
- (g) there are no employees for the Lands employed by the Vendor or the Nominee;
- (h) neither the Vendor nor the Nominee is now or has been a party to any collective agreement or subject to any collective bargaining obligation pertaining to the Lands with any labour union or other association of employees;
- (i) the Lands are not subject to any leases, agreements to lease, tenancy agreements, subtenancy agreements, rights of occupation, licenses or other agreements where any person has been granted the right to use and occupy, whether at present or in the future, any portion of the Lands;
- (j) neither the Vendor nor the Nominee will, on the Completion Date, have any indebtedness to any person which might now or hereafter by operation of law or otherwise constitute a lien, charge or encumbrance on all or part of the Lands or which could affect the Purchaser's right to own, occupy and obtain revenue from all or part of the Lands;
- (k) subject to Section 5.2(d), on the Completion Date, all amounts for labour and materials relating to any work carried out by or on the Vendor's behalf on the Lands prior to the Completion Date will be fully paid for and, concerning such labour and materials, no one

shall have the right to file a lien under the *Builders Lien Act* (British Columbia) or any other statute and no lien shall have been claimed in respect of the Vendor's interest in the Lands;

- (l) as of the Completion Date, the Vendor and the Nominee are not in breach of the requirements of the covenants registered in favour of the City with registration numbers EP105041, EP105042, CA6102125, and CA8439553 (the "Development Covenants");
- (m) neither all nor part of the Lands have been expropriated or condemned, nor has the Vendor received any notice of any proposed expropriation or condemnation; and
- (n) neither the Vendor nor the Nominee is a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada).

4.3 Subdivision The Purchaser acknowledges that, prior to a registrable form of conveyance being available in respect of the Lands and prior to the Vendor being able to complete the conveyance to the Purchaser of the Purchased Property, a subdivision plan (the "Subdivision Plan") must be prepared, identifying the Lands as a separate parcel substantially as shown on the plan attached hereto as Schedule A (subject to Section 2.5), approved by the necessary Governmental Authorities and deposited for registration in the LTO. In such regard, the parties agree as follows:

- (a) the Vendor will, forthwith after all the conditions precedent set out in Sections 6.1 and 6.4 are satisfied or waived, entered into, proceed expeditiously with due diligence and use all commercially reasonable efforts to obtain the Subdivision Plan and all necessary approvals thereto and deposit the same in the LTO as soon as reasonably possible, all at the Vendor's cost;
- (b) the Lands will be as shown on the plan attached as Schedule A and the area of the Lands will be approximately 4.00 acres (subject to any increase to 5.00 acres in accordance with Section 2.5); however, if the area of the Lands as shown on the Subdivision Plan is other than 4.00 acres (or 5.00 acres if the option under Section 2.5 has been exercised and remains in force) (in either case rounded to two decimal points), the Purchase Price will be adjusted up or down, as the case may be, on a per square foot basis;
- (c) if title to the Lands has not been issued in the LTO on or before the date that is fifteen days before the Completion Date (as may be extended from time to time pursuant to this Section 4.3(c)), then the Completion Date may be extended from time to time for up to three consecutive periods of thirty days each by either party by giving written notice to that effect to the other party on or before the then current Completion Date; provided however, if on the Completion Date (as may be extended from time to time pursuant to this Section 4.3(c)) the title to the Lands has still not been issued in the LTO, then this Agreement shall terminate, whereupon the Deposit and all accrued interest thereon will be returned to the Purchaser with accrued interest thereon and neither party shall have any further obligation to the other pursuant thereto (except that such termination will be without prejudice to any other right or remedy of the either party may have with respect to a default of the other party's obligations under this Agreement).

4.4 Site Servicing

- (a) The Vendor will, at its own cost, diligently fill and grade the Lands in accordance with the Grading Plan (including carrying out any blasting if required) (the "**Grading Works**") and will diligently construct and install to the property line of the Lands all necessary off-site services (i.e., located outside the boundaries of the Lands) required by the City and any other Governmental Authorities (other than the Purchaser) in order for the Purchaser to develop and construct the Facility on the Lands (the "**Servicing Works**" and together with the Grading Works, the "**Grading and Servicing Works**").
- (b) The Vendor will carry out the Grading and Servicing Works in accordance with all applicable servicing agreements, laws and engineering requirements including, without limitation, the City's applicable site servicing bylaws, the CoC and all other Environmental Laws, all at its sole cost and expense.
- (c) The Vendor will complete the Grading and Servicing Works on or before the Completion Date.
- (d) The Vendor agrees that it will post with the City any letters of credit required by the approving officer for the City to approve the Subdivision Plan prior to the completion of the Grading and Servicing Works. The Purchaser will fully cooperate with the Vendor in order to ensure that such letters of credit are returned to the Vendor in a timely manner following completion of the Grading and Servicing Works.
- (e) On or before the earlier of (A) the date that is 10 Business Days after the date on which the Vendor notifies the Purchaser in writing that it has completed the Grading Works and (B) the date that is 10 Business Days prior to the Completion Date, the Purchaser (and its consultants and representatives) and the Vendor (and its contractor and representatives) shall perform a joint inspection of the Grading Works. Likewise, on or before the earlier of (A) the date that is 10 Business Days after the date on which the Vendor notifies the Purchaser in writing that it has completed the Servicing Works and (B) the date that is 10 Business Days prior to the Completion Date, the Purchaser (and its consultants and representatives) and the Vendor (and its contractors and representatives) shall perform a joint inspection of the Servicing Works. At each such inspection:
 - (i) the Vendor will provide to the Purchaser a list of deficiencies which list will describe and detail the nature and extent of the deficiencies and the plan for correction thereof; and
 - (ii) the Purchaser, through its consultants and representatives, shall identify, or cause to be identified, any items that the Purchaser considers to be deficiencies that are not identified in the list provided under Section 4.4(e)(i).
- (f) If either Vendor or the Purchaser becomes aware of any defect or deficiency in the Grading and Servicing Works not identified pursuant to Section 4.4(e) within one year of the Completion Date, it shall provide prompt written notice to the other party describing such defect or deficiency and the Vendor shall take all reasonable steps to remedy such defect or deficiency.

- (g) In the event deficiencies are identified in Section 4.4(e) and/or Section 4.4(f), the parties acknowledge and agree that, if such deficiencies are identified prior to the Completion Date, then:
- (i) the Purchaser's Solicitors will be entitled to pay the balance of the Purchase Price to the Vendor's Solicitors on the Completion Date on their undertaking to hold back from the Vendor the cost of the work to rectify such deficiencies, as estimated by the Vendor's engineer, acting reasonably (the "**Deficiency Holdback**"); provided, however, if the Vendor has already committed to the City in a servicing agreement to rectify any deficiency and given security to the City in respect thereof, the Deficiency Holdback will not include the estimated amount required to rectify such deficiency;
 - (ii) the Deficiency Holdback will be held by the Vendor's Solicitors in trust; and
 - (iii) the Vendor's Solicitors will be authorized to invest the Deficiency Holdback in an interest bearing trust account and to pay the Deficiency Holdback and all interest which has accrued thereon to the Vendor (or as directed by the Vendor) any time after the date that is two Business Days after notice from the Vendor's engineer to the Vendor's Solicitors and the Purchaser's Solicitors that such deficiencies have been rectified;
- (h) the Vendor and its contractors and representatives will have the right to enter the Lands after the Completion Date during normal working hours on 24 hours' prior notice to the Purchaser in order to carry out the work necessary to rectify the deficiencies;
- (i) the Vendor will use commercially reasonable efforts to rectify the deficiencies in a timely and good and workmanlike manner according to generally acceptable industry standards;
- (j) the manner in which the deficiencies are to be rectified, whether by repair, replacement, or removal (including the manner in which the deficiencies are repaired), will be determined together by the Vendor and the Purchaser, acting reasonably; and
- (k) if there is a dispute over whether an item is a deficiency or the manner in which one or more deficiencies are to be rectified, the parties will, within 10 days of the dispute arising, jointly appoint a qualified professional engineer, who deals at Arm's Length with each of them and who has at least 10 years of experience with the subject matter, to determine whether or not such item is a deficiency or the manner in which it is to be rectified, as the case may be, and his or her determination will be final and binding upon the parties. If the parties are unable to agree upon an independent professional engineer within such 10 day period, either of them may apply to a court of competent jurisdiction for an order appointing an independent professional engineer.
- (l) For greater certainty, this Section 4.4 shall survive the completion of the purchase and sale of the Purchased Property.

4.5 Force Majeure: If and to the extent that the Vendor will be prevented, delayed or restricted in the fulfillment of any obligation hereunder because of any cause beyond the control of the Vendor which prevents the performance by the Vendor of any obligation under this Article 4 and not caused by its fault or default and not avoidable by the exercise of reasonable effort including, without limitation, strikes, labour disturbances, civil disturbance, acts, orders, legislation,

regulations or directives of any government or public authority, including delay in or failure to issue building permits, acts of a public enemy, war, riot, sabotage, earthquake, fire, storm, hurricane, flood or other climactic condition, pandemics and any other health crisis, explosion or Act of God, it will be deemed not to be a default in the performance of such obligation and any period for the performance of such obligation and the Completion Date will be extended accordingly and the Purchaser will not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

4.6 Entire Agreement.¶ The Purchaser acknowledges to and agrees with the Vendor that the Purchaser is purchasing the Lands and entering into this Agreement relying upon its own inspections and the representations, warranties and covenants of the Vendor specifically set out herein and that there are no representations, warranties, guarantees, agreements or conditions, whether direct or collateral, or express or implied, which induced the Purchaser to enter into this Agreement or on which reliance is placed by the Purchaser, or which affects this Agreement or the Lands, other than as specifically set out in this Agreement.

4.7 Previous Use of Lands.¶ The Purchaser acknowledges and agrees that (a) the Lands were previously used as a gravel pit and had certain environmental contamination in excess of the applicable Provincial standards; (b) the Lands were subsequently remediated to a level that complied with the applicable Provincial standards and, on December 24, 2008, the CoC was issued for the Lands pursuant to which the Ministry of Environment certified that the Lands have been "satisfactorily remediated to meet Contaminated Sites Regulation (British Columbia) standards for residential and urban park soil use and aquatic and irrigation water use".

The Purchaser also acknowledges and agrees that it is relying on its own due diligence in reviewing any documents and materials disclosed to the Purchaser by the Vendor.

4.8 Release.¶ On behalf of the Purchaser and its partners, shareholders, agents, employees, and their respective heirs, executors, administrators, successors and assigns (collectively, the "Releasors"), the Purchaser hereby remises, releases and forever discharges the Vendor and the Nominee and their respective partners, shareholders, agents and employees (collectively, the "Releasees") of and from all claims, demands, actions, causes of action and suits which the Releasors or any of them have now or may hereafter have or may hereafter bring against all or any of the Releasees for or by reason of or arising from:

- (a) the presence of any Contaminants in, on, under or about the Lands as of the Execution Date (provided that such release will in no way release the Vendor from the requirement to perform all of its obligations under Section 4.4); and
- (b) any error or inaccuracy in any of any documents and/or materials delivered by or made available by the Vendor to the Purchaser (except to the extent that the Vendor specifically warrants the accuracy thereof in this Agreement or such error or inaccuracy is the result of the Vendor's negligence).

ARTICLE 5
PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 Purchaser's Representations and Warranties**¶ The Purchaser hereby represents and warrants as representations and warranties that are true as of the date hereof and will be true at the Completion Date as follows:
- (a) the Purchaser validly exists and is duly qualified to purchase and own the Purchased Property and has full power, authority and capacity to enter into this Agreement and carry out the transaction contemplated herein;
 - (b) there is no action or proceeding pending or to the Purchaser's knowledge, threatened against the Purchaser before any court, arbiter, arbitration panel, administrative tribunal or agency which, if decided adversely to the Purchaser, might materially affect the Purchaser's ability to perform the Purchaser's obligations hereunder; and
 - (c) neither the Purchaser's entering into this Agreement nor the performance of its terms will result in the breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which the Purchaser is bound or subject.
- 5.2 Purchaser's Covenants**¶ The Purchaser covenants and agrees with the Vendor that:
- (a) the Purchaser will keep the Delivery Materials in confidence pursuant to Section 9.18;
 - (b) the Purchaser will return all copies of the Delivery Materials to the Vendor in the event that the purchase and sale of the Purchased Property contemplated herein is not completed for any reason other than the default of the Vendor; and
 - (c) the Vendor does not appear on title as the registered owner of any part of the Lands and the Purchaser agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (British Columbia), to accept the documents contemplated in Sections 7.1(a) and 7.1(b) in satisfaction of Section 6 of the *Property Law Act* (British Columbia).
 - (d) the Purchaser will not be entitled to hold back any portion of the Purchase Price in respect of the Lands on account of potential builders' liens or otherwise, provided that:
 - (i) if work has been conducted on the Lands within sixty days prior to the Completion Date:
 - A. the Vendor will prior to the Completion Date provide the Purchaser with particulars of the work that was done within such sixty day period and the Purchaser's Solicitors will be entitled to pay the balance of the Purchase Price to the Vendor's Solicitors on the Completion Date on their undertaking to hold back from the Vendor the amount equal to 25% of the value of work that was done within such 60 day period, as estimated by the Vendor's engineer, acting reasonably (the "Lien Holdback");
 - B. the Lien Holdback will be held by the Vendor's Solicitors in trust;

- C. the Vendor's Solicitors will be authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor (or as directed by the Vendor) on the earlier of (i) the date on which the time for filing a claim of lien under the *Builders Lien Act* (British Columbia) expires; and (ii) the date which is 56 days after the Completion Date, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim filed against the Lands of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 4:00 p.m. (Pacific time) on that day; and
 - D. the Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builders' liens filed after the closing of the purchase and sale of the Lands including utilizing the Lien Holdback for the purpose of discharging, or arranging for the discharge of, such builder's lien from the title to the Lands and, if such builder's lien is not discharged within 30 days after the date on which it is filed, to diligently apply to Court seeking an order for the discharge of such builder's lien and to post with the Court the portion of such amount or security in lieu thereof as the Court deems appropriate; and
 - (ii) in addition to the Lien Holdback contemplated above, if there is any builder's lien registered against the Lands on the Completion Date, the Purchaser's Solicitors will be entitled to pay the balance of the Purchase Price to the Vendor's Solicitors on the Completion Date on their undertaking to hold an amount sufficient to cause the same to be discharged and to only utilize such amount for the purpose of discharging, or arranging for the discharge of, such builder's lien from the title to the Lands and, if such builder's lien is not discharged within 30 days after the Completion Date, to diligently apply to Court seeking an order for the discharge of such builder's lien and to post with the Court the portion of such amount or security in lieu thereof as the Court deems appropriate; and
 - (e) the Purchaser will keep detailed records and notes of each of its discussions with the City's planning department prior to the Completion Date, and will provide copies of thereof to the Vendor upon request.
- 5.3 **Site Profile**¶ The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a "site profile" for the Lands under the *Environmental Management Act* (British Columbia) or any regulation in respect thereto.

ARTICLE 6

CONDITIONS PRECEDENT

- 6.1 **Purchaser's Condition Precedent**¶ The obligation of the Purchaser to complete the purchase of the Purchased Property on the Completion Date is subject to each of the following conditions

precedent having been satisfied or waived by the Purchaser, on or before the applicable time and date set out below:

- (a) on or before 5:00 p.m. (Vancouver time) on February 19, 2021, the Purchaser having conducted and being satisfied with all of its due diligence searches and investigations with respect to:
 - (i) the environmental condition of the Lands;
 - (ii) site servicing requirements of the City including development cost charges with respect to the Lands;
 - (iii) parking ratio requirements of the City with respect to the Lands;
 - (iv) geotechnical site assessments of the Lands;
 - (v) its traffic study with respect to the proposed use of the Lands for a Facility;
 - (vi) title to the Lands and in particular, the Development Covenants and whether said Development Covenants are consistent with the Purchaser's intended use and development of the Lands; and
 - (vii) the fire flow requirements with respect to the proposed use of the Lands for a Facility;
- (b) on or before 5:00 p.m. (Vancouver time) on March 31, 2021, the executive of the Vancouver Island Health Authority having approved the execution and delivery of this Agreement by the Purchaser; and
- (c) on or before 5:00 p.m. (Vancouver time) on the Board Condition Date, the board of the Capital Regional Hospital District having approved the execution and delivery of this Agreement by the Purchaser.

In consideration of \$1.00 non-refundable paid by the Purchaser to the Vendor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Vendor, the Vendor agrees not to revoke its acceptance of the Purchaser's offer herein while this Agreement remains subject to any of the foregoing conditions precedent (except in accordance with Section 6.5). For greater certainty, the Purchaser acknowledges and agrees that the \$1.00 paid to the Vendor pursuant to this paragraph is the absolute property of the Vendor and in no event will the \$1.00 be returnable to or paid to the Purchaser.

- 6.2 Waiver and Satisfaction.** The conditions precedent set out in Section 6.1 are for the Purchaser's sole benefit and each may be waived unilaterally by the Purchaser, at the Purchaser's election. None of such conditions precedent will be considered satisfied unless the Purchaser confirms to the Vendor in writing that such condition has been satisfied. If the Purchaser does not give the Vendor notice of the satisfaction or waiver of each of the conditions precedent in Section 6.1 within the applicable time therein provided, then the Purchaser's obligation to purchase, and the Vendor's obligation to sell, the Purchased Property pursuant to this Agreement will be at an end and the Deposit, if paid, and all interest accrued on it will be returned immediately to the Purchaser.

6.3 Extension of the Purchaser's Condition¶ In the event there are delays regarding the satisfaction of the conditions precedent set out in Sections 6.1(b) and 6.1(c), the dates for the satisfaction of such conditions precedent may be extended by the Purchaser, at its election, by notice in writing to the Vendor, as follows:

- (a) first, if the Purchaser has not waived the condition precedent set out in Section 6.1(b) on or before March 31, 2021, until May 17, 2021 for both the condition precedent in Section 6.1(b) and the condition precedent in Section 6.1(c), by the Purchaser delivering such notice to the Vendor on or before March 31, 2021, together with an extension payment (which will not be applied against the Purchase Price) directly to the Vendor of \$26,666.67 plus applicable GST;
- (b) second, if the Purchaser has exercised its right under Section 6.3(a) in accordance with the terms thereof and has not waived both such conditions precedent on or before May 17, 2021, until June 15, 2021 for both the condition precedent in Section 6.1(b) and the condition precedent in Section 6.1(c), by the Purchaser delivering such notice to the Vendor on or before May 17, 2021, together with an extension payment (which will not be applied against the Purchase Price) directly to the Vendor of \$26,666.67 plus applicable GST; and
- (c) finally, if the Purchaser has exercised its rights under Sections 6.3(a) and 6.3(b) in accordance with the terms thereof and has not waived both such conditions precedent on or before June 15, 2021, until June 30, 2021 for the condition precedent in Section 6.1(b) and until July 15, 2021 for the condition precedent in Section 6.1(c), by the Purchaser delivering such notice to the Vendor on or before June 15, 2021, together with an extension payment (which will not be applied against the Purchase Price) directly to the Vendor of \$26,666.67 plus applicable GST.

6.4 Mutual Conditions Precedent¶ The obligation of the Purchaser and the Vendor to complete the purchase and sale of the Purchased Property on the Completion Date is subject to the following conditions precedent having been satisfied or waived on or before 5:00 p.m. (Vancouver time) on February 5, 2021:

- (a) the Purchaser and the Vendor, each in its sole, absolute and completely unfettered discretion (which may be arbitrarily exercised), having agreed upon the grading plan (the "**Grading Plan**") for the grading of the Lands (which Grading Plan must contemplate a load with a bearing pressure value of at least 250 kPa);
- (b) the Purchaser and the Vendor, each acting reasonably, having agreed upon the form of the Option to Purchase; and
- (c) the Purchaser and the Vendor, each acting reasonably, and the City, having agreed upon the form of the Section 219 Covenant.

In consideration of \$1.00 non-refundable paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, each party agrees not to revoke its offer herein or its acceptance thereof, as applicable, while this Agreement remains subject to the foregoing conditions precedent (except in accordance with Section 6.2).

- 6.5 Satisfaction – Mutual Condition¶** The conditions precedent set out in Section 6.4 are for the mutual benefit of the Vendor and the Purchaser, may not be waived unilaterally by either party and will not be considered satisfied unless the Purchaser and the Vendor confirm in writing that such conditions precedent have been satisfied. If the Vendor and the Purchaser do not agree that all such conditions precedent have been satisfied or waived within the applicable time therein provided, then the Purchaser's obligation to purchase, and the Vendor's obligation to sell, the Purchased Property pursuant to this Agreement will be at an end and the Deposit, if paid and all interest accrued on it will be returned immediately to the Purchaser.
- 6.6 Assignment of Work Product¶** If any of the conditions precedent set out in Sections 6.1 and 6.4 is not satisfied or waived within the applicable time therein provided and this Agreement terminates or this Agreement is otherwise terminated for any other reason (other than due to the default of the Vendor), then the Purchaser will forthwith assign to the Vendor, without cost to the Vendor, and in any event no later than 30 days following such termination, all of the Purchaser's interest in all permits, licenses, plans, specifications, applications, studies, surveys, reports, approvals and other work product in respect of the Lands in the Purchaser's possession or control.
- 6.7 Disclosure Qualification¶** If the Vendor or the Purchaser has actual knowledge or information prior to the Completion Date of matters then existing which, in the opinion of the Vendor or the Purchaser, acting reasonably, materially affects the accuracy of the representations and warranties of the Vendor or the contents of any certificate of the Vendor to be delivered pursuant to the terms hereof, the Vendor or the Purchaser, as the case may be, will immediately communicate such information to the other by way of a notice specifically referring to the representation and warranty or certification. If the Vendor or the Purchaser delivers such notice regarding such knowledge or information prior to the date on which all of the conditions precedent in Section 6.1(a) are declared satisfied or waived and the Purchaser nonetheless delivers one or more notices to the Vendor pursuant to Section 6.2 that such conditions precedent have been satisfied or waived, then, subject to the other terms and conditions of this Agreement, the transaction herein contemplated shall be completed, provided that the certificate of the Vendor to be delivered pursuant to Section 7.1(g) will reflect such knowledge or information and the Purchaser will be deemed to have been satisfied with its due diligence and to have waived any and all claims for damages relating to any such inaccuracy in any such representation and warranty.

ARTICLE 7

PREPARATION OF CLOSING DOCUMENTS

- 7.1 Delivery of Closing Documents by the Vendor¶** On or before the Completion Date, the Vendor will cause the Vendor's Solicitors to deliver to the Purchaser's Solicitors the following items, duly executed by the Vendor, the Nominee and all other Persons (other than the Purchaser) as appropriate and in registrable form wherever appropriate, to be dealt with pursuant to Article 8:
- (a) an agreement pursuant to which the Vendor transfers to the Purchaser the Vendor's Beneficial Interest in the Lands, subject only to the Permitted Encumbrances;
 - (b) a Freehold Transfer or Transfers (*Land Title Act – Form A*) (the "**Transfer**"), executed by the Nominee, conveying the Lands to the Purchaser, subject only to the Permitted Encumbrances;
 - (c) the Option to Purchase;
 - (d) the Restrictive Covenant;

- (e) a registrable discharge of Notice of Interest CA2519297 (the "**Notice of Interest Discharge**");
- (f) a statement of adjustments;
- (g) an assignment of any warranties relating to the Grading Works obtained by the Vendor, to the extent assignable to the Purchaser, in form and content satisfactory to the Vendor and the Purchaser, each acting reasonably;
- (h) a certificate of the Vendor, dated the Completion Date, that, subject to Section 6.7, certifies that the Vendor has complied with all its obligations under this Agreement in all material respects and that each of the warranties and representations of the Vendor set out herein is true and accurate on the Completion Date in all material respects; and
- (i) such further documentation relating to the completion of the transaction contemplated herein as the Purchaser may reasonably require.

7.2 Delivery of Closing Documents by Purchaser¶ On or before the Completion Date, the Purchaser will cause the Purchaser's Solicitors to deliver to the Vendor's Solicitors the following documents, duly executed by the Purchaser, to be dealt with pursuant to Article 8:

- (a) any documents contemplated by Section 7.1 which require execution or delivery by the Purchaser;
- (b) an assumption by the Purchaser of all obligations of the owner of the Lands under the Permitted Encumbrances;
- (c) the GST Certificate; and
- (d) such further documentation relating to the completion of the transactions contemplated herein as the Vendor may reasonably require.

7.3 Preparation of Closing Documents¶ The closing documents contemplated in Sections 7.1 and 7.2 will be prepared by the Purchaser's Solicitors for approval by the Vendor's Solicitors, acting reasonably, and delivered to the Vendor's Solicitors by the Purchaser's Solicitors at least three Business Days prior to the Completion Date. All documents referred to in Sections 7.1 and 7.2 will be in form and substance reasonably satisfactory to the solicitors for the party entitled to delivery thereof.

ARTICLE 8 CLOSING PROCEDURE

8.1 Payment in Trust¶ On or before the Completion Date, the Purchaser will pay to the Purchaser's Solicitors in trust the amount due to the Vendor pursuant to Section 2.3(h), as adjusted pursuant to Section 3.3, less the amount to be advanced to the Purchaser on the Completion Date under any mortgage financing arranged by the Purchaser in connection with its purchase of the Purchased Property.

8.2 Registration¶ Forthwith following the payment in Section 8.1 and after receipt by the Purchaser's Solicitors of the documents referred to in Section 7.1 and after receipt by the Vendor's Solicitors of the documents referred to in Section 7.2, the Purchaser will cause the Purchaser's Solicitors (or any other applicable solicitors) to file in the LTO on the Completion

Date the Notice of Interest Discharge, the Transfer, the Option to Purchase, the Restrictive Covenant and any security documents applicable to any mortgage financing arranged by the Purchaser in connection with its purchase of the Purchased Property.

8.3 Closing¶ Forthwith following the filings referred to in Section 8.2 and upon the Purchaser's Solicitors and the Vendor's Solicitors being satisfied as to the title to the Lands after conducting a post filing for registration check of the property index for the Lands disclosing only the following:

- (a) the existing title number(s) to the Lands;
- (b) the Permitted Encumbrances;
- (c) the pending numbers assigned to the instruments referred to in Section 8.2; and
- (d) any other charges granted by the Purchaser against the Lands,

the Purchaser will cause the Purchaser's Solicitors, forthwith upon receipt by them of the proceeds of any mortgage financing arranged by the Purchaser in connection with its purchase of the Purchased Property, to deliver to the Vendor's Solicitors on the Completion Date a trust cheque payable to the Vendor's Solicitors for the amount of the Purchase Price, as adjusted pursuant to Section 3.3, and concurrently therewith the Purchaser's Solicitors will be entitled to release the documents referred to in Section 7.1 to the Purchaser, the Vendor's Solicitors will be entitled to release the documents referred to in Section 7.2 to the Vendor and the Vendor's Solicitors will release to the Purchaser's Solicitors, in trust, all interest earned on the Deposit.

8.4 Concurrent Requirements¶ It is a condition of this Agreement that all requirements of Sections 8.1 to 8.3 are concurrent requirements and it is specifically agreed that nothing will be completed on the Completion Date until everything that is required to be paid, executed and delivered in connection with the closing of the purchase and sale of the Purchased Property pursuant to this Agreement has been so paid, executed and delivered and until the Purchaser's Solicitors have satisfied themselves as to title pursuant to Section 8.3.

8.5 Discharge of Encumbrances by Vendor¶ If on the Completion Date there are any judgments, liens, claims of lien or any other Encumbrances of a financial nature against title to the Purchased Property which are not Permitted Encumbrances, then the Vendor will not be required to clear the same from the title to the Purchased Property prior to the receipt of the net sales proceeds of the Purchased Property, but will be obligated to do so forthwith following receipt of such net sales proceeds and, in that event, the Purchaser's Solicitors may pay the net sales proceeds to the Vendor's Solicitors on the condition that the Vendor's Solicitors undertake to discharge any such judgment, lien, claim of lien or other such Encumbrance of a financial nature.

ARTICLE 9 MISCELLANEOUS

9.1 Deadline For Commencing Construction

- (a) The Purchaser must Commence Construction (as hereinafter defined) of the Facility within 60 months of the Completion Date. For the purposes of this Section, "**Commence Construction**" means when the Purchaser has obtained a building permit for the Facility and poured the footings for the Facility and "**Commencing Construction**" has a corresponding meaning.

(b) The Purchaser agrees as follows:

- (i) in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Purchaser), the Purchaser will grant to the Vendor on the Completion Date an exclusive option to purchase in respect of the Lands pursuant to which the Purchaser will be entitled to purchase the Lands if:

- A. the Vendor fails to Commence Construction of the Facility within 60 months of the Completion Date; or
- B. the Purchaser elects not to Commence Construction and provides the Vendor with written notice of its intention not to Commence Construction (the "**Option Notice**"),

which option to purchase will be exercisable by the Vendor giving written notice (the "**Exercise Notice**") thereof to the Purchaser at any time:

- C. in the event of Section 9.1(b)(i)A, after the expiry of such 60 month period and before the date on which the Purchaser Commences Construction but not later than 6 months after the expiry of such 60 month period; and
- D. in the event of Section 9.1(b)(i)B, after the delivery of the Option Notice to the Vendor but not later than six months after such delivery of the Option Notice; and

- (ii) the consideration payable by the Vendor to the Purchaser for the Lands if the Vendor exercises such option to purchase will be equal to the greater of (A) the Fair Market Value of the Lands as determined in accordance with Sections 9.1(c) to 9.1(e) and (B) the Purchase Price for the Lands set out in Section 2.2,

all as more particularly set out in the form of option to purchase (the "**Option to Purchase**") to be agreed to by the parties pursuant to Section 6.4(b).

- (c) If the Vendor exercises such option to purchase pursuant to Section 9.1(b), the parties will negotiate in good faith for a period of 10 days after the Purchaser's receipt of the Exercise Notice in an attempt to agree upon the Fair Market Value of the Lands as at the month end closest to the date of delivery of the Exercise Notice. If the parties are unable to so agree within such 10 day period then each of the parties will, within 10 days of the date by which they were to have agreed on the Fair Market Value of the Lands, appoint a qualified appraiser (employed by a nationally recognized and accredited appraisal firm) who deals at Arm's Length with each of them, with not less than 10 years' experience in the practice of the valuation of assets similar to the Lands. Each appraiser will be instructed to prepare an appraisal of the Fair Market Value of the Lands within 30 days of his or her appointment. If the higher estimate of such Fair Market Value is no more than 10% higher than the lower estimate, the Fair Market Value of the Lands will be deemed to be the average of the two estimates.
- (d) If the higher estimate exceeds the lower estimate by more than 10%, then the appraisers will, within 10 days, appoint a third appraiser who deals at Arm's Length with both of the

parties and the other two appraisers and who will, acting alone, determine the Fair Market Value of the Lands within 15 days of his or her appointment and the Fair Market Value of the Lands will be deemed to be the average of the two estimates set out in the appraisals which are closest in value.

- (e) If one party fails to select an appraiser or its appraiser fails to submit an estimate of the Fair Market Value in accordance with the foregoing, the other party's appraiser's estimate of the Fair Market Value of the Lands will be final and binding on both parties. The appraisers will have access to the parties' books and records relating to the Lands and the parties will co operate with the appraisers and provide all information and documents reasonably requested by them, but in no event will a party be obliged to make available its appraisals of the Lands. Each Co-owner will be responsible for all the fees and disbursements of the appraiser appointed by it. The parties will share the fees and disbursements of the third appraiser (if any) equally.

9.2 Restrictive Covenant¶ The Purchaser covenants and agrees with the Vendor to execute and deliver to the Vendor, concurrently with the delivery by the Purchaser of the other closing documents for the purchase and sale of the Lands, a registrable restrictive covenant for a term of 66 months from the date of registration on title to the Lands (the "**Restrictive Covenant**") charging the Lands for the benefit of the Restrictive Covenant Dominant Tenement pursuant to which the Purchaser agrees that:

- (a) the Lands shall not be used for any purpose other than as a health facility designated under the *Hospital Act* (British Columbia) as amended or replaced from time to time or a seniors' residential care facility licenced under the *Community Care and Assisted Living Act* (British Columbia), as amended and replaced from time to time and any uses reasonably ancillary or incidental thereto and in addition shall include a privately or publicly operated nursing home, assisted living or congregate care facility that may not be included under the *Hospital Act* or *Community Care and Assisted Living Act* (British Columbia); and
 - (b) no building or other improvement on the Lands shall exceed six stories in height;
- provided, however:
- (c) if the Vendor becomes entitled to exercise its option to purchase the Lands as contemplated in the Option to Purchase but does not do so within the time permitted therein, then the Vendor will promptly discharge the Restrictive Covenant from title to the Lands,

all as more particularly set out in the form of restrictive covenant attached hereto as Schedule C.

9.3 Section 219 Covenant¶ The Purchaser agrees to accept as a Permitted Encumbrance, subject to the terms and conditions of this Agreement, and for certainty Section 4.1(f), a covenant registered against the Lands pursuant to section 219 of the *Land Title Act* (British Columbia) in favour of the City that restricts the development of the Lands as follows:

- (a) there shall be no non-residential floor area on the Lands; and
- (b) there shall be no residential dwelling units located on the Lands,

provided that:

- (c) the restriction on use shall not apply:
- (i) to a health facility designated under the *Hospital Act* (British Columbia), as amended, or replaced from time to time;
 - (ii) a seniors' residential care facility licenced under the *Community Care and Assisted Living Act* (British Columbia), as amended or replaced from time to time; or
 - (iii) a privately or publicly operated nursing home, assisted living or congregate care facility that may not be included under the *Hospital Act* or *Community Care and Assisted Living Act* (British Columbia)

- 9.4 Time**¶ Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.
- 9.5 Business Day**¶ If the date for the performance of any act or thing falls on a day other than a Business Day, then the date for the performance of such act or thing will be extended to the next Business Day.
- 9.6 No Waiver**¶ No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers and remedies available to it under this Agreement or otherwise and such rights, powers and remedies may be exercised concurrently or individually without the necessity of making any election.
- 9.7 Tender**¶ It is agreed that any tender of documents or money may be made upon the respective solicitors for the parties and that it will be sufficient to tender a solicitor's certified trust cheque rather than cash.
- 9.8 Fees and Expenses**¶ Each party will pay its own expenses in connection with the purchase and sale transaction contemplated in this Agreement (including its own accounting and legal fees). The Purchaser will be responsible for all registration fees payable in connection with the registration of any documents registered in connection with the completion of the sale and purchase of the Purchased Property and for any GST and property transfer tax payable in connection with the Purchaser's acquisition of the Purchased Property.
- 9.9 Goods and Services Tax**¶ On or before the Completion Date, the Purchaser will provide the Vendor with a certificate (the "**GST Certificate**") stating that the Purchaser is registered with Canada Revenue Agency or any successor thereto for the purposes of goods and services tax ("**GST**") and setting out its GST registration number, failing which the Purchaser will pay to the Vendor the GST applicable to the purchase and sale of the Lands on the Completion Date. The Purchaser will indemnify and save harmless the Vendor from any GST, penalty, interest or other amounts which may be assessed against the Vendor under the *Excise Tax Act* (Canada) as a result of or in connection with the Vendor's failure to collect and remit any GST applicable on the sale of the Lands by the Vendor to the Purchaser.

9.10 Commission¶

- (a) Subject to Section 9.10(b) below, the Vendor will be solely responsible for all real estate broker fees or commissions payable in respect of the purchase and sale of the Purchased Property pursuant to this Agreement.
- (b) Each of the Vendor and the Purchaser acknowledges, represents and agrees to and with the other that:
 - (i) it has dealt with no broker in regard to the transaction contemplated by this Agreement; and
 - (ii) it will indemnify, defend and hold harmless the other as a result of any claim arising out of the acts of the indemnifying party for any commission, finder's fee or similar compensation made by any broker in regard to the transactions contemplated by this Agreement.

9.11 Entire Agreement¶ This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect to matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

9.12 Survival¶ All representations, warranties, promises, agreements and indemnities made by the parties in this Agreement will survive the Completion Date and the transfer of the Purchased Property to the Purchaser.

9.13 Amendment¶ This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

9.14 Further Assurances¶ The Vendor and the Purchaser will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to carry out effectively or better evidence or perfect the full intent and meaning of this Agreement.

9.15 Notices¶ Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered, transmitted by electronic mail or sent by postage prepaid mail and addressed to the parties as follows:

To the Purchaser:

Capital Regional Hospital District
PO Box 1000
625 Fisgard Street
Victoria, BC V8W 2S6

Attention: Manager of Real Estate
Telephone.: 250.360.3136
Email: shenderson@crd.bc.ca

To the Vendor:

Latoria South Development Limited Partnership
Suite 1774, Four Bentall Centre
1055 Dunsmuir Street
Vancouver, BC V6B 4N7

Attention: Jason Zaytsoff
Telephone: 604.408.5673
Email: jzaytsoff@gablecraft.ca

or at such other address or electronic mail 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 electronic mail (so long as such delivery or transmittal was carried out prior to 5:00 p.m. on a Business Day, failing which such notice will be deemed to have been given and received on the next succeeding Business Day), 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 electronic mail rather than mailed.

- 9.16 Assignment**¶ The Purchaser will not be entitled to assign its interest in this Agreement without the prior written consent of the Vendor. In connection with any assignment of this Agreement, the Purchaser must deliver to the Vendor, prior to such assignment becoming effective, a written agreement executed by the assignee and the Purchaser in favour of the Vendor wherein the assignee agrees to observe and perform all of the Purchaser's obligations under this Agreement and the Purchaser acknowledges that the assignment does not release the Purchaser from its obligations under this Agreement.
- 9.17 No Partnership**¶ Nothing in this Agreement will be construed to create a partnership or joint venture between the parties with respect to the Lands.
- 9.18 Confidentiality**¶ Unless the sale and purchase of the Purchased Property contemplated by this Agreement is completed, the parties will not disclose to any third party the existence, contents or effect of this Agreement or any documents, materials or information (including the results of any due diligence tests, assessments or searches) provided pursuant to or obtained in relation to this Agreement, without the prior written consent of the other party, except that each party may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other Persons as may reasonably be required and except that each party may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Purchased Property. Until such time as the transaction contemplated by this Agreement is completed, the Vendor and the Purchaser also agree that neither of them will issue any press or other publicity release or communication to the general public concerning the proposed purchase and sale of the Purchased Property without the prior written approval of the other party, unless any such disclosure is otherwise required by law.
- 9.19 Governing Law**¶ This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of British Columbia, which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

- 9.20 Joint and Several**¶ If the Purchaser is comprised of more than one Person, then all the covenants, agreements, representations, warranties and indemnities of the Purchaser in this Agreement will be deemed to be joint and several covenants, agreements, representations, warranties and indemnities of each of such Persons.
- 9.21 Binding Effect**¶ This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and assigns of the parties.
- 9.22 Counterparts**¶ This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.
- 9.23 Execution by Electronic Transmission**¶ Delivery of an executed copy of this Agreement by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Agreement by such party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

By the Vendor:

**LATORIA SOUTH DEVELOPMENT
LIMITED PARTNERSHIP**, by its general
partner, **LATORIA SOUTH GP, INC.**

By: _____

Authorized Signatory

SEAN NOLAN, CEO

St

Stewart Craven, CFO

By the Purchaser:

**CAPITAL REGIONAL HOSPITAL
DISTRICT**

By: _____

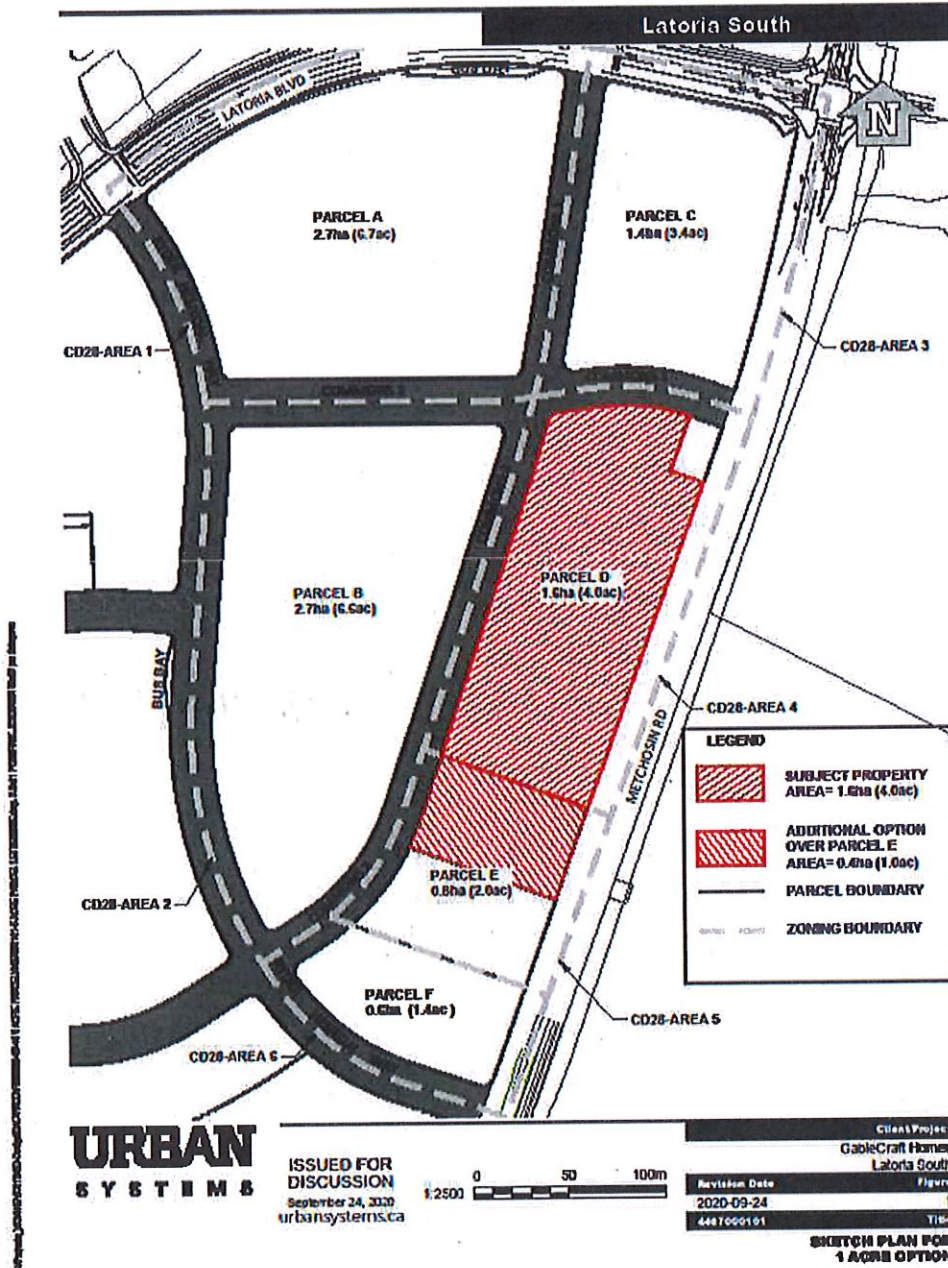
Authorized Signatory

KEVIN LORETTE
ACTING CAO, CRD

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SCHEDULE A PLAN OF LANDS

See attached.



**SCHEDULE B
PERMITTED ENCUMBRANCES**

Permitted Encumbrances

The Lands are subject to the following Permitted Encumbrances:

Legal Notations

1. THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4934559
2. THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4993956
3. HERETO IS ANNEXED EASEMENT CA5344606 OVER LOTS 1-21 PLAN EPP46013 AND LOTS 1-36 PLAN EPP47348
4. HERETO IS ANNEXED EASEMENT CA6506823 OVER THAT PART OF LOT H VIP58414 INCLUDED IN PLAN EPP77913
5. HERETO IS ANNEXED EASEMENT CA6506824 OVER THAT PART OF LOT I PLAN VIP58414 INCLUDED IN PLAN EPP77913
6. HERETO IS ANNEXED EASEMENT CA7079073 OVER LOTS 1 - 36 PLAN EPP82885
7. HERETO IS ANNEXED EASEMENT CA7359596 OVER LOTS 1 TO 45 PLAN EPP84375
8. HERETO IS ANNEXED EASEMENT CA7388435 OVER LOT 2 PLAN EPP65598
9. HERETO IS ANNEXED EASEMENT CA7405656 OVER LOTS 2-9 ESQUIMALT DIST PLAN EPP75606
10. THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA8049759 EXPIRES 2023-02-10
11. HERETO IS ANNEXED EASEMENT CA8280376 OVER LOTS 1 TO 57 PLAN EPP93482, LOTS 1 TO 10 PLAN EPP94287, AND LOTS 2 TO 6 PLAN EPP90188
12. HERETO IS ANNEXED EASEMENT CA8445077 OVER LOTS 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, and 77 PLAN100914
13. HERETO IS ANNEXED INTER ALIA EASEMENT R77506 OVER LOT A, PLAN 35922 EXCEPT PART IN PLAN 40317

Charges, Liens and Interests

1. UNDERSURFACE AND OTHER EXC & RES ED55665;
2. COVENANT EP105041;

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3. COVENANT EP105042;
4. STATUTORY RIGHT OF WAY EV28839;
5. STATUTORY RIGHT OF WAY EV28840;
6. STATUTORY RIGHT OF WAY CA4104702;
7. STATUTORY RIGHT OF WAY CA4104703;
8. STATUTORY RIGHT OF WAY CA4392512;
9. STATUTORY RIGHT OF WAY CA4392513;
10. STATUTORY RIGHT OF WAY CA4413129;
11. COVENANT CA6102125; and
12. COVENANT CA8439553.

Other

1. The rights reserved to or vested in or deemed to be reserved to or vested in any Governmental Authority pursuant to the Crown Grant applicable to the Lands or pursuant to any applicable statutory provisions;
2. Any and all such registered or pending rights of way, easements, restrictive covenants (including a geotechnical covenant which may impose requirements regarding landscaping and building specifications, respectively), dedications and other rights or restrictions required by and granted in favour of the City, Fortis BC, Telus or any other applicable Governmental Authority or public or private utility in connection with the subdivision and/or development of the Parent Property and/or the provision of utilities to the Lands, as approved by the Purchaser, acting reasonably. The Vendor will notify the Purchaser of any such additional charges that will be registered on title to the Lands as soon as reasonably possible following the Vendor's receipt of same and will provide the Purchaser with a reasonable period of time to review same.
3. the Section 219 Covenant;
4. the Restrictive Covenant; and
5. the Option to Purchase.

**SCHEDULE C
RESTRICTIVE COVENANT**

TERMS OF INSTRUMENT – PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of:
- TBD**
- (the "Transferor's Lands");
- B. The Transferee is the registered owner in fee simple of:
- PID 018-998-739;
Lot B Sections 40, 41, 42, 51, 52, 53 and 54 Esquimalt District Plan VIP58414 Except
Part in Plan VIP79370 Except Plan EPP100193,
- (the "Transferee's Lands");
- C. The Transferor acknowledges that it is in the interest of the Transferee's Lands that the development and use of the Transferor's Lands be limited for the protection of the Transferee's Lands and the Transferor wishes to grant this covenant to the Transferee;
- D. The Transferor has agreed to enter this restrictive covenant and to register it against the Transferor's Lands as a restrictive covenant to restrict the use and development of the Transferor's Lands in accordance with the terms and conditions of this Agreement (the "Agreement").

NOW THEREFORE in consideration of the payment of the sum of \$10.00 by the Transferee to the Transferor and the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties, the Transferor hereto covenants and agrees with the Transferee as follows:

DEFINITIONS

1. In this Agreement the following words have the following meanings:
- "Option to Purchase"** means that option to purchase registered on title to the Transferor's Lands in favour of the Transferee at the same time as this Agreement, which Option to Purchase grants the Transferee an option to purchase the Transferor's Lands in the circumstances set out therein.
- "Senior Care Facility"** means a health facility designated under the *Hospital Act* (British Columbia) as amended or replaced from time to time or a seniors' residential care facility licenced under the *Community Care and Assisted Living Act* (British Columbia), as amended and replaced from time to time and any uses reasonably ancillary or incidental thereto, and in addition shall include a privately or publicly operated nursing home,

assisted living or congregate care facility that may not be included under the *Hospital Act* or *Community Care and Assisted Living Act* (British Columbia).

"Term" means the sooner of:

- (a) the Transferee being entitled to exercise the option to purchase set out in the Option to Purchase and not doing so within the time permitted therein for doing so; or
- (b) that day which is 66 months after the registration of this Agreement in the Land Title Office.

COVENANTS OF THE TRANSFEROR

- 3. The Transferor covenants and agrees that:
 - (a) it shall not use or develop the Transferor's Lands for any purpose other than as a Senior Care Facility; and
 - (b) that no building or improvement on the Transferor's Lands shall exceed six stories in height.
- 4. This Agreement shall run with and bind the Transferor's Lands in accordance with the terms and conditions herein for the Term of this Agreement. Following the expiry of the Term, this Agreement shall be released from title to the Transferor's Lands by way of either:
 - (a) a discharge by an instrument duly executed by the Transferee; or
 - (b) by application to the applicable Land Title Office for cancellation by effluxion of time or of the happening of event.
- 5. Time is of the essence of this Agreement.
- 6. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor named herein and any subsequent Transferor as personal covenants only during the period of such Transferor's ownership of any interest in the Transferor's Lands.
- 7. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Transferor in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Transferor's Lands as if this Agreement had not been executed and delivered by the Transferor.
- 8. The Transferor covenants and agrees that, in addition to any remedies that are available under this Agreement or at law, the Transferee is entitled to all equitable remedies, including specific performance, injunction and declarative relief to enforce its rights under this Agreement. The Transferor acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Transferor under this Agreement.
- 9. It is mutually understood, acknowledged and agreed by the parties hereto that the

Transferee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.

10. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
11. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
12. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
13. The restrictions and covenants herein contained shall be covenants running with the Transferor's Lands and shall be perpetual and shall continue to bind all of the Transferor's Lands when subdivided, and shall be registered in the Victoria Land Title Office as covenants in favour of the Transferee in priority to any financial charge against the Transferor's Lands.
14. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
15. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

Excellent health and care for everyone,
everywhere, every time.



March 15, 2021

Mr. Michael Barnes, Senior Manager
Health and Capital Planning Strategies
Capital Regional Hospital District
625 Fisgard Street,
Victoria, BC V8W 1R7

Dear Mr. Barnes,

Investing in renewal and expansion of health authority-owned long-term care (LTC) facilities has been identified as a priority for the Ministry of Health's (MoH) 10-year capital plan. To advance that plan, MoH has requested that Health Authorities identify priority communities and develop business plans for replacement and expansion of LTC facilities in those communities. Island Health has hired consultants, completed functional programs and is working on indicative designs and class C cost estimates for a number of LTC projects in priority communities, including at the West Shore of Victoria. Island Health is interested in exploring a partnership opportunity with the Capital Regional Hospital District on that particular project.

The proposed partnership would see the RHD procure and own the land, with a nominal bare land lease to Island Health. Island Health would then finance and construct the facility, with additional RHD grant funding to offset a portion of the costs, and subsequently own and operate the facility.

In order to advance these projects to procurement, Island Health must first complete business plans, including reference to any potential partnerships or RHD funding sources, and submit them to the MoH for subsequent Treasury Board review and approval. Island Health is planning to submit business plans in Spring of 2021, and while the timeline and outcome of the Treasury Board approval process is uncertain, Island Health is committed to the submission of the West Shore project business plan and is prepared to advocate for the proposed partnership model with the CRHD therein.

Thank you for your continued support of investment in our local health care services.

Regards,



Scott McCarten,
Executive Director
Capital Management & Finance Projects

CAPITAL REGIONAL HOSPITAL DISTRICT BYLAW NO. 405

CAPITAL EXPENDITURE & BORROWING BYLAW NO. 179, 2021

WHEREAS the Board of the Capital Regional Hospital District proposes to borrow and expend money for the capital expenditures described in Schedule "A" attached hereto and forming an integral part of this bylaw;

And whereas those capital expenditures have received the approval required under Section 23 of the *Hospital District Act*;

Now therefore the Board of the Capital Regional Hospital District enacts the following capital expenditure and borrowing bylaw as required by Sections 32 and 33 of the *Hospital District Act*.

1. The Board hereby authorizes and approves the borrowing and expenditure of money necessary to complete the capital expenditures as described in Schedule "A" attached.
2. The Board authorizes and approves the capital spending of a net sum not exceeding \$8,400,000, including borrowing of a net sum not exceeding \$2,200,000, upon the credit of the District by the issuance and sale of securities in a form and a manner agreed to by the Municipal Finance Authority of British Columbia. The term of the securities and the repayment of the principal and interest shall be over a term not to exceed five years.
3. To meet the payments of principal and interest during the term of the securities, there shall be included in the estimates of the Regional Hospital District each year, the respective amounts of principal and interest falling due in that year.
4. The Board hereby delegates the necessary authority to the Treasurer of the Capital Regional Hospital District to settle the terms and conditions of the borrowing and to undertake such temporary borrowing as is necessary to provide funding in advance of the receipt of funds from the Municipal Finance Authority of British Columbia.
5. This Bylaw may be cited for all intents and purposes as the "Capital Regional Hospital District Capital Bylaw No. 179, 2021".

READ A FIRST TIME THIS	DAY OF	, 2021
READ A SECOND TIME THIS	DAY OF	, 2021
READ A THIRD TIME THIS	DAY OF	, 2021
ADOPTED THIS	DAY OF	, 2021

Chair

Corporate Officer

SCHEDULE “A”

Bylaw No. 405

CAPITAL REGIONAL HOSPITAL DISTRICT

CAPITAL EXPENDITURE AND BORROWING BYLAW

BYLAW NO. 179, 2021

NAME OF PROJECT	PROJECT DESCRIPTION	PROJECT NUMBER	TERM OF ISSUE	CRHD BYLAW AMOUNT
Royal Bay	Acquisition of Property	C179-21-01	5 Years	\$2,200,000
Royal Bay	Acquisition of Property	C179-21-01	N/A	\$6,200,000
			TOTAL	\$8,400,000