

**WHISTLER COMMUNITY SERVICES SOCIETY GROUND LEASE
AMENDING AGREEMENT**

THIS GROUND LEASE AMENDING AGREEMENT (the “Amendment”) dated for reference the 6th day of December, 2022 is between:

RESORT MUNICIPALITY OF WHISTLER, a municipal corporation continued under the *Resort Municipality of Whistler Act* and having an address of 4325 Blackcomb Way, Whistler, BC V8E 0X5 (the “RMOW”)

AND

WHISTLER COMMUNITY SERVICES SOCIETY (S-0025152), a society duly incorporated pursuant to the *British Columbia Society Act, R.S.B.C 1996, c.433* having its office at 8000 Nesters Road, Whistler, BC V8E 0G4 (“WCSS”)

WHEREAS:

- A. RMOW and WCSS entered into a Ground Lease Agreement (the “Agreement”) dated for reference as the 10th day of April, 2017; and
- B. RMOW and WCSS wish to amend the Agreement to allow, for a period of time, limited, temporary overnight extreme cold weather shelter accommodation as a permitted use at the Subject Property; and further
- C. All definitions used in the Agreement shall be continued in this amending agreement.

NOW THEREFORE in consideration of the promises, grants, covenants and agreements in the Agreement (the receipt and sufficiency of which consideration are hereby acknowledged), the parties covenant and agree as follows:

- 1) The term of this Amendment extends from the date of execution through to March 31, 2024 and may be extended by express written agreement by the RMOW Chief Administrative Officer for up to an additional two years, terminating no later than March 31, 2026.
- 2) In this Amendment, terms defined in the *Assistance to Shelter Act* or the *Assistance to Shelter Regulation* (together, the “Act”) have the meaning given to them in the Act.
- 3) Despite section 6.2 (a) of the Agreement, the Facility Building may be used in the winter as an emergency shelter during extreme weather conditions as defined for the Interior Region by BC Housing, but only if:

- a) at least 2 weeks but no more than 6 months before the first date on which the Lessee wishes to operate an emergency shelter, the Lessee has provided to the Lessor for review, and received the Lessor's approval of, an Extreme Weather Response Plan and,
 - b) the emergency shelter is operated in accordance with any relevant aspect of the approved Extreme Weather Response Plan and related BC Housing Extreme Weather Response Program Framework, and
 - c) the Lessee satisfies the Lessor's Chief Administrative Officer that any and all insurance coverage the Lessee is required to hold under the Agreement will remain in full effect and will not be limited in any way by the use of the Facility Building as an emergency shelter.
- 4) All of the other terms and conditions of the Agreement remain in effect until the end of the Term.

IN WITNESS WHEREOF the RMOW and WCSS have executed the Ground Lease Agreement Amendment as of the date indicated below.

Dated as of this ____ day of _____, 2022.

RESORT MUNICIPALITY OF WHISTLER)
 By its authorised signatories:)
)
 _____)
 Mayor: Jack Crompton)
)
)
 _____)
 Corporate Officer: Pauline Lysaght)

Dated as of this ____ day of _____, 2022.

WHISTLER COMMUNITY SERVICES SOCIETY)
 By its authorised signatories:)
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