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of CanadaGouvernement  
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Canada

Français  
HomeContact us  
About usHelp  
HistorySearch  
FAQCanada Site  
Site Map

## Canada Gazette

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announcements](#)[Mandate](#)[Consultation](#)[Recent \*Canada  
Gazette\* publications](#)[Part I:  
Notices and  
proposed regulations](#)[Part II:  
Official regulations](#)[Part III:  
Acts of Parliament](#)[Learn more about  
the \*Canada Gazette\*](#)[Publishing information](#)[Publishing  
requirements](#)[Deadline schedule](#)[Insertion rates](#)[Request for  
insertion forms](#)[Subscription  
information](#)[Useful links](#)[Archives \(1998-2007\)](#)[RSS news feeds](#)

Vol. 141, No. 51 — December 22, 2007

### ORDERS IN COUNCIL

#### DEPARTMENT OF TRANSPORT

*Certificate of amalgamation of port authorities*

P.C. 2007-1885 December 6, 2007

Her Excellency the Governor General in Council, on the recommendation of the Minister of Transport, Infrastructure and Communities, pursuant to section 59.1 of the *Port Authorities Management Regulations*, hereby issues the annexed certificate of amalgamation of the port authorities specified in the certificate.

#### CERTIFICATE OF AMALGAMATION OF PORT AUTHORITIES

WHEREAS pursuant to Order in Council P.C. 2007-944 a certificate of intent to amalgamate the Vancouver Port Authority, the Fraser River Port Authority and the North Fraser Port Authority was issued on June 7, 2007;

AND WHEREAS the notice requirements pertaining to the certificate of intent to amalgamate set out in subsection 59.1(2) of the *Port Authorities Management Regulations* have been met;

AND WHEREAS the Minister of Transport, Infrastructure and Communities has recommended that the Vancouver Port Authority, the Fraser River Port Authority and the North Fraser Port Authority be amalgamated and continue as one port authority to be named the Vancouver Fraser Port Authority;

NOW THEREFORE under the authority of section 59.1 of the *Port Authorities Management Regulations*, it is hereby certified that the Vancouver Port Authority, the Fraser River Port Authority and the North Fraser Port Authority are amalgamated and continue as one port authority to be named the Vancouver Fraser Port Authority, with the letters patent for the amalgamated port authority contained herein. The amalgamation takes effect on January 1, 2008.

#### VANCOUVER FRASER PORT AUTHORITY

WHEREAS Letters Patent were issued by the Minister of Transport under the authority of the *Canada Marine Act* ("Act") for the Fraser River Port Authority (effective May 1, 1999), the North Fraser Port Authority (effective July 1, 1999)

and the Vancouver Port Authority (effective March 1, 1999);

AND WHEREAS the Board of Directors of the Fraser River Port Authority, the North Fraser Port Authority and the Vancouver Port Authority (collectively the "Amalgamating Port Authorities") requested that the Minister of Transport, Infrastructure and Communities initiate the process for the amalgamation of the Amalgamating Port Authorities;

AND WHEREAS, on the recommendation of the Minister of Transport, Infrastructure and Communities, the Governor In Council issued a Certificate of Intent to Amalgamate the Amalgamating Port Authorities to continue as one port authority to be named the Vancouver Fraser Port Authority;

AND WHEREAS the Board of Directors of each of the Amalgamating Port Authorities have requested that the Minister of Transport, Infrastructure and Communities issue Supplementary Letters Patent pursuant to section 9 of the Act amending the Letters Patent of the Vancouver Port Authority, as necessary, with the amended Letters Patent to be contained in the Certificate of Amalgamation for the Vancouver Fraser Port Authority;

AND WHEREAS the Certificate of Amalgamation continues the Amalgamating Port Authorities as one Port Authority to be named the Vancouver Fraser Port Authority;

AND WHEREAS, pursuant to paragraph 59.7(k) of the *Port Authorities Management Regulations*, the Letters Patent contained in the Certificate of Amalgamation are the Letters Patent of the Vancouver Fraser Port Authority,

NOW THEREFORE, under the authority of section 9 of the Act, the Letters Patent of the Vancouver Fraser Port Authority are as follows:

## ARTICLE 1

### EFFECTIVE DATE, DEFINITIONS AND INTERPRETATION

**1.1 Effective Date.** These Letters Patent take effect on the day specified in the Certificate of Amalgamation.

**1.2 Definitions.** In these Letters Patent, unless the context otherwise requires, terms used herein shall have the meaning ascribed to such terms in the Act and in addition:

"Act" means the *Canada Marine Act* as amended from time to time; (*Loi*)

"Appointing Body" means, in relation to a director, the body, entity or authority appointing such director; (*organisme de nomination*)

"Authority" means the Vancouver Fraser Port Authority; (*administration*)

"Board" means the board of directors of the Authority; (*conseil*)

"Borrowing" has the meaning ascribed to such term in section 9.3; (*emprunt*)

"Capital Investment" means in relation to a Subsidiary, an amount equal to the aggregate of the aggregate potential liability of the Authority pursuant to the terms of a Permitted Indemnity or Guarantee and any contribution of cash or property made by the Authority to such Subsidiary whether by way of

outstanding shareholder loan, subscription for shares, gift or otherwise, other than contributions by the Authority to the Subsidiary by way of a lease or licence of property held or administered by the Authority for fair market value; (*capital engagé*)

"Capitalized Lease Liabilities" means all monetary obligations of the Authority under any leasing or similar arrangements which, in accordance with GAAP, would be classified as capitalized leases and the amount of such obligations for the purposes of calculating Borrowing shall be the capitalized amount thereof, determined in accordance with GAAP; (*passif de contrat de location-acquisition*)

"Classes of Users" means the classes of users for the purposes of subparagraph 8(2)(f)(iv) of the Act which are described in the annexed Schedule D; (*catégories d'utilisateurs*)

"Code of Conduct" means the code of conduct governing the conduct of directors and officers set forth in the annexed Schedule E; (*code de déontologie*)

"Contingent Liability" means any agreement, undertaking or arrangement by which the Authority guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, obligation or any other liability of any other person or entity (other than by endorsements of instruments in the course of collection), or guarantees the payment of dividends or other distributions. The amount of any obligation under any Contingent Liability shall (subject to any limitation set forth therein) be deemed to be the outstanding principal amount (or maximum principal amount, if larger) of the debt, obligation or other liability guaranteed thereby; (*élément de passif éventuel*)

"Director" means a member of the Board; (*administrateur*)

"Fair Market Value" means for a good, service, facility or right, the amount which would be paid or received by an arm's length third party acting free from compulsion or duress in an open market for a comparable good, service, right or facility available on comparable terms; (*juste valeur marchande*)

"Fiscal Year" means the fiscal year of the Authority, as established by the Authority from time to time; (*exercice*)

"GAAP" means generally accepted accounting principles in Canada; (*PCGR*)

"Gross Revenue Charge" has the meaning ascribed to such term in section 6.2; (*frais sur les revenus bruts*)

"Her Majesty" means Her Majesty in Right of Canada; (*Sa Majesté*)

"Letters Patent" means these letters patent as amended by supplementary letters patent, if any, and includes any schedules hereto and thereto; (*Lettres patentes*)

"Minister" means the Minister of Transport; (*ministre*)

"Nominating Committee" means the committee described in sections 4.17 to 4.22; (*Comité de mise en candidature*)

"officer" means an officer of the Authority; (*dirigeant*)

"Permitted Indemnity or Guarantee" means financial assistance given by the Authority for the benefit of any Subsidiary, whether by way of indemnity, guarantee or otherwise which financial assistance must state the aggregate potential liability of the Authority in dollar terms; (*indemnité ou garantie autorisée*)

"Regulations" means the regulations made under the Act; (*règlement*)

"Significant Legal Proceedings" means legal proceedings for which the Authority or any Subsidiary has been served with written notice of the commencement of legal proceedings where such notice claims damages in excess of \$250,000; (*procédure judiciaire importante*)

"Subsidiary" means Canada Place Corporation or any other wholly owned subsidiary of the Authority incorporated from time to time in accordance with the Act and these Letters Patent; (*filiale*)

"Sufficient Return" means monies paid to the Authority in a Fiscal Year by a Subsidiary in which the Authority has made a Capital Investment in an amount no less than the annual yield which would have been received by the Authority had it invested an amount equal to the Capital Investment, less the amount of the aggregate potential liability of the Authority pursuant to the terms of any Permitted Indemnity or Guarantee, if any, comprised in such Capital Investment, in non-callable Government of Canada bonds, issued at par, in Canada on the closest issue date to the date upon which the Capital Investment was made by the Authority and maturing ten years from the date of issue; (*rendement suffisant*)

"User Director" means a director to be appointed pursuant to subsection 4.6 (e); (*administrateur représentatif des utilisateurs*)

"Work Contract" has the meaning ascribed to such term in section 8.4. (*contrat de travail*)

**1.3 Conflicts with Act or Regulations.** If there is any conflict between the Letters Patent and the Act or Regulations, the Act or Regulations shall prevail.

**1.4 Conflicts with By-laws.** If there is any conflict between the Letters Patent and the by-laws of the Authority, the Letters Patent shall prevail.

## ARTICLE 2

### DESCRIPTION OF AUTHORITY

**2.1 Name of Authority.** The corporate name of the Authority is the Vancouver Fraser Port Authority.

**2.2 Registered Office of Authority.** The registered office of the Authority is located at Vancouver Fraser Port Authority, c/o 1055 West Hastings Street, Suite 2200, Vancouver, British Columbia, V6E 2E9.

## ARTICLE 3

### DESCRIPTIONS OF NAVIGABLE WATERS AND PROPERTY

**3.1 Description of Navigable Waters.** The description of the navigable waters that are within the jurisdiction of the Authority is set out in Schedule A hereto.

**3.2 Description of Federal Real Property.** The federal real property that is managed by the Authority is described in Schedule B hereto.

**3.3 Description of Real Property other than Federal Real Property.** The real property other than federal real property occupied or held by the Authority is described in Schedule C hereto.

**3.4 Estoppel Respecting Property Descriptions.** The descriptions of federal real property, real property other than federal real property and navigable waters referred to in this Article shall not be interpreted as a representation, warranty or admission and shall not operate as an estoppel by or against any person in respect of title, including aboriginal title, or any beneficial interest in, or any claim to such property.

## ARTICLE 4

### DIRECTORS AND DIRECTORS' MEETINGS

**4.1 General Duties of the Board.** The Board is responsible for the management of the activities of the Authority.

**4.2 Qualifications of Directors.** The following individuals may not be directors:

(a) an individual who is a mayor, councillor, officer or employee of one of the municipalities described in subsection 4.6(b) below;

(b) an individual who is a member of the legislature of the provinces of British Columbia, Alberta, Saskatchewan or Manitoba, or an officer or employee of the public service or of a Crown corporation of one of those provinces;

(c) a Senator or a member of Parliament or an officer or employee of the federal public service or of a federal Crown corporation;

(d) an individual who is not a resident Canadian, as defined in subsection 2(1) of the *Canada Business Corporations Act*;

(e) an individual who is a director, officer or employee of a person who is a user of the port;

(f) an individual who is under eighteen years of age;

(g) an individual who has been declared mentally incompetent by a court in Canada or elsewhere; or

(h) an undischarged bankrupt.

**4.3 Number of Directors.** The Board shall consist of 11 directors.

**4.4 Quorum for Meeting of Directors.** The quorum necessary for the transaction of business at a meeting of the Board shall be a majority of the number of directors in office of which the Authority has actual knowledge of their appointment. A quorum of directors may exercise all powers of the Board.

**4.5 Effective Date of Appointment.** The appointment of a director shall be effected in such manner and at such time as the Appointing Body considers appropriate.

**4.6 Appointment of Directors.** The directors of the Authority shall be appointed to hold office as follows:

(a) the Governor in Council appoints 1 individual nominated by the Minister;

(b) the municipalities of Coquitlam, Delta, Maple Ridge, New Westminister, Pitt Meadows, Port Coquitlam, Surrey, Richmond and the Township of Langley appoint 1 individual; provided, however, upon the expiry of the term of the first director so appointed or upon such director ceasing to hold office in accordance with the provisions of the Act, the municipalities of Coquitlam, Delta, Maple Ridge, New Westminister, Pitt Meadows, Port Coquitlam, Surrey, Richmond, Vancouver, Burnaby, the District of North Vancouver, the City of North Vancouver, Port Moody, West Vancouver, Belcarra and the Township of Langley shall thereafter appoint 1 individual;

(c) the province of British Columbia appoints 1 individual;

(d) the provinces of Alberta, Saskatchewan and Manitoba appoint 1 individual; and

(e) the Governor in Council appoints the 7 remaining individuals nominated by the Minister in consultation with the users selected by the Minister or the classes of users.

**4.7 Terms of Directors.**

(a) During the four-year period following the effective date of amalgamation,

(i) the term of any new director shall be for three years; and

(ii) the term of any director who is renewed shall be for a maximum of three years; and

(b) The term of any director who is appointed or renewed after the expiry of the period in subsection 4.7(a) shall be for a term of three years.

A director appointed to fill a premature vacancy on the Board shall be appointed by the Appointing Body appointing her or his predecessor and shall hold office for the unexpired term of her or his predecessor.

**4.8 Renewal Term.** The term of a director may be renewed once only; but no person is eligible to be appointed as a director within 12 months after the expiration of her or his term or renewed term.

**4.9 Ceasing to Hold Office.** A director shall cease to hold office when

(a) the director dies or resigns;

(b) the director is removed for cause pursuant to the provisions of paragraph 19(1)(b) of the Act;

(c) the director is no longer qualified to hold the office of director under section 4.2; or

(d) the term of office of the director expires.

**4.10 Resignation of Directors.** A director may resign his or her office as a director by sending to the Authority a written resignation which shall become effective on the date received by the Authority or on the date specified in the resignation, whichever is later.

**4.11 Removal of Directors.** Any director may be removed for cause at any time pursuant to the provisions of paragraph 19(1)(b) of the Act.

**4.12 Remuneration of Directors and Chief Executive Officer.** The Board shall fix the remuneration of the directors, chairperson and the chief executive officer of the Authority.

**4.13 Chairperson of the Board.** The Board shall elect a chairperson from among their number for a term not exceeding 2 years, the term being renewable.

**4.14 Appointment of Officers.** The Board shall appoint a chief executive officer, who shall not be a director, and such other officers that the Board considers appropriate.

**4.15 Committees of the Board.** The Board may appoint from their number one or more committees of the Board, however designated, and may delegate to any such committee any of the powers of the Board except that the Board shall not delegate to any committee the power to

(a) fill a vacancy in the office of the auditor of the Authority;

(b) issue debt obligations except in the manner and on the terms authorized by the Board;

(c) approve the audited financial statements of the Authority;

(d) adopt, amend or repeal by-laws; or

(e) authorize or ratify any activity carried on or to be carried on or any power exercised or to be exercised by a Subsidiary.

**4.16 Duties of the Board Respecting Governance.** The Board shall perform the following functions:

(a) manage the administration of the Code of Conduct;

(b) develop and annually update a long-term plan for the composition of the Board, in terms of the optimal combination of skills, background or experience, which plan shall take into consideration the skills, background and experience of existing directors, retirement dates and the strategic direction of the Authority;

(c) at least 4 months prior to the expiry of the term of office of a director appointed by the Governor in Council under subsection 4.6(a), by the municipalities under subsection 4.6(b), or by the provinces under subsection 4.6(c) or (d) of these Letters Patent, provide notice to the relevant Appointing Body that the term of their appointee on the Board is about to expire and requesting an appointment;

(d) at least 4 months prior to the expiry of the term of office of a director appointed by the Governor in Council under subsection 4.6(e) of these Letters Patent provide notice to the Nominating Committee and to the Appointing Body that the term of such appointee is about to expire and requesting an appointment;

(e) provide to the Nominating Committee and to each Appointing Body the notice described in subsection 4.16(c) above, a current copy of the plan described in subsection 4.16(b) and a profile of the skills, background and experience of the continuing directors;

(f) in the event a director ceases to hold office, the Board shall forthwith provide to the Appointing Body a written request for a new appointment to fill such vacancy together with a copy of the plan described in subsection 4.16(b) and the profile described in subsection 4.16(e);

(g) review directors' compensation; and

(h) throughout the entire selection process described in sections 4.19 and 4.20 and until such time as the Governor in Council has made the required appointments to the Board shall make its members available to answer any questions or inquiries from the Minister regarding the background, experience or skills required at the Board level.

**4.17 Members of Nominating Committee.** The members of the Nominating Committee as at the effective date of amalgamation shall establish the process by which subsequent members of the Nominating Committee are selected to allow each class of users, listed in Schedule D, to continue to select 1 person, or in the case of the class of general commercial users 2 persons, to serve as members of the Nominating Committee such that those persons represent generally the industries or services grouped within a particular class of users. The maximum term of any member of the Nominating Committee shall be 3 years and members of the Nominating Committee may serve more than 1 term.

**4.18 Nominating Committee.** The Board shall appoint from among those of its members appointed pursuant to subsection 4.6(e) one member to the Nominating Committee to serve as a non-voting member. The members of the Nominating Committee shall select one from their number to act as Chairperson of the Nominating Committee at all meetings provided such Chairperson may not be the non-voting member of the Nominating Committee appointed by the Board.

**4.19 Nominating Committee Activities.** The Nominating Committee shall establish and administer a process for soliciting the names of nominees who would be suitable and qualified candidates to fill vacancies amongst the User Directors. The responsibilities of the Nominating Committee with respect to the nomination process include the following:

(a) reviewing all candidate submissions taking into consideration the requirements of the Act, the long term plan and profile of the Board described in subsections 4.16(b) and 4.16(e) respectively as to the skills, background and experience required of prospective directors;

(b) providing to the Minister a list of those candidates which the Nominating Committee would recommend as persons to be nominated by the Minister to fill the User Director vacancies; the Nominating Committee shall use reasonable efforts to provide to the Minister a list of recommended persons numbering at least twice the number of such vacancies; and



(c) making its members available to answer any questions or inquires from the Minister regarding the solicitation process, particulars of candidate submissions received, the background, experience or skills of nominees, the deliberations of the Nominating Committee or any other information which the Minister requests for the purposes of the Minister providing nominations to the Governor in Council pursuant to the provisions of paragraph 14(1)(d) of the Act.

4.20 **Secretariat.** The Nominating Committee shall have access to an office of Secretariat who shall

(a) record the minutes and proceedings of the Nominating Committee;

(b) request candidate submissions through a direct mailing to users and through advertising in local newspapers, in both cases providing no less than 14 days or more than 30 days for response;

(c) assist in the coordination and the management of the nominating process; and

(d) make itself available to answer any questions or inquires from the Minister regarding the solicitation process, particulars of candidate submissions received, the background, experience or skills of nominees, the deliberations of the Nominating Committee or any other information which the Minister requests for the purposes of the Minister providing nominations to the Governor in Council pursuant to the provisions of paragraph 14(1)(d) of the Act.

4.21 **Scope of Process.** Nothing in the process described in sections 4.19 and 4.20 is intended to or shall derogate from, interfere with, or substitute for, any consultation, inquiry, public input or process the Minister chooses to undertake in determining the candidates to be nominated by the Minister pursuant to provisions of paragraph 14(1)(d) of the Act. The Minister, in consultation with users, shall at all times have the flexibility and discretion to nominate as User Directors persons other than those persons recommended by the Nominating Committee to ensure an appropriate mix of Board members at all times.

4.22 **Procedure for Nominating Committee.** For the purposes of conducting the activities described in section 4.19 above, the Nominating Committee members shall elect a chairperson from amongst themselves. Meetings of the Nominating Committee may be held at any time and place and in a manner to be determined by the Members of the Nominating Committee, provided that written notice shall be given to each member at least 10 days prior to the meeting unless all members agree to abridge or waive such notice. No error or omission giving notice of any meeting of the Nominating Committee or any adjourned meeting of the Nominating Committee, provided that such error or omission is not material, shall invalidate such meeting or make void any proceeding taken thereof and any member thereof may at any time waive notice of such meeting and may ratify, approve or confirm any or all proceedings taken or had thereat. A majority of the serving members of the Nominating Committee shall constitute a quorum and the Nominating Committee shall be self-governing.

4.23 **Duties of Directors Respecting Canada Place Corporation.** The directors will take all necessary measures to ensure that the directors of Canada Place Corporation are individuals appointed by the Authority who have been approved by the Minister.

**4.24 Duties of Directors Respecting Contracting.** The directors shall take all necessary measures to ensure

(a) that the Authority and any Subsidiary that enters into a contract, including a contract for the borrowing of money, other than as agent of Her Majesty shall do so in its own name, and that such contract expressly states that the Authority or Subsidiary is entering into the contract on its own behalf and not as agent of Her Majesty; and

(b) that any subcontract arising directly or indirectly from a contract described in subsection 4.24(a) expressly states that the Authority or Subsidiary, as the case may be, enters into the contract on its own behalf and not as agent of Her Majesty.

**4.25 Business Plan.** The Authority shall annually submit to the Minister in respect of itself and each of its Subsidiaries, a 5-year business plan containing such information as the Minister may require, including any material changes in respect of information provided in the previous business plan.

## ARTICLE 5

### CODE OF CONDUCT

5.1 The Code of Conduct governing the conduct of the directors and officers is set out in Schedule E hereto.

## ARTICLE 6

### GROSS REVENUE CHARGE

6.1 **Interpretation.** For the purposes of this Article, the following terms shall have the following meanings:

(a) "**Applicable Tax**" means, with respect to a particular Fiscal Year, the aggregate amount of income tax payable by the Authority and Subsidiaries to Her Majesty but excluding any income tax payable by Subsidiaries whose Revenue for such Fiscal Year is a Permitted Exclusion pursuant to paragraph 6.1(d)(ii); (*impôt applicable*)

(b) "**Calculated Gross Revenue**" means, for a particular Fiscal Year, the amount determined by subtracting the amount equal to the aggregate of the Permitted Exclusions for such Fiscal Year from the Revenue for such Fiscal Year; (*revenu brut calculé*)

(c) "**Disclosure Statement**" has the meaning ascribed to such term in section 6.4; (*déclaration*)

(d) "**Permitted Exclusions**" means

(i) any gains or losses realized by the Authority or a Subsidiary on the sale by the Authority or a Subsidiary of federal real property pursuant to the *Federal Real Property and Federal Immovables Act*,

(ii) all Revenue of a Subsidiary, other than Canada Place Corporation, provided that

(A) the Subsidiary is subject to pay income tax to Her Majesty on

such Revenue; and

(B) the Authority has not, at any time, made a Capital Investment in or benefiting the Subsidiary in an amount greater than \$1,000 or, if in excess of such amount,

(1) such Capital Investment has yielded a Sufficient Return to the Authority for the relevant Fiscal Year; or

(2) the Authority and the Subsidiary are in compliance with such terms and conditions, including any related to financial return, imposed by the Minister at the time the Capital Investment in or benefiting such Subsidiary was made; and

(iii) the aggregate amount of all reasonable allowances and write-offs of receivables which have been determined by the Authority within the particular Fiscal Year not to be collectible or likely to be collectible provided such determination is made in accordance with GAAP; and

(iv) Revenue received in any fiscal period pursuant to any lease from or management agreement with the province of British Columbia to the extent that rent or other payments related to Revenue must be remitted to the province of British Columbia; (*exclusions autorisées*)

(e) "**Revenue**" means the aggregate amount of all revenue recognized by the Authority and all Subsidiaries in accordance with GAAP. (*revenu*)

**6.2 Calculation of Gross Revenue Charge.** The Authority shall annually pay to the Minister a charge (the "Gross Revenue Charge") to maintain the Letters Patent in good standing equal to the aggregate of the following amounts:

(a) 2% of the first \$10,000,000 of Calculated Gross Revenue for the Fiscal Year to which the charge relates;

(b) 4% of the amount of any Calculated Gross Revenue between \$10,000,001 and \$20,000,000 for the Fiscal Year to which the charge relates;

(c) 6% of the amount of any Calculated Gross Revenue between \$20,000,001 and \$60,000,000 for the Fiscal Year to which the charge relates;

(d) 4% of the amount of any Calculated Gross Revenue between \$60,000,001 and \$70,000,000 for the Fiscal Year to which the charge relates; and

(e) 2% of the amount of any Calculated Gross Revenue in excess of \$70,000,001 for the Fiscal Year to which the charge relates;

less Applicable Tax for the Fiscal Year to which the charge relates.

**6.3 Payment of Gross Revenue Charge.** The Authority shall pay the Gross Revenue Charge for each Fiscal Year to the Minister no later than 90 days from the end of each Fiscal Year.

**6.4 Disclosure Statement.** The Authority shall include with every Gross Revenue Charge payment a disclosure statement (the "Disclosure Statement") in the form prescribed by the Minister from time to time setting forth, *inter alia*, an itemized list of the sources of revenue comprising the Calculated Gross Revenue and Permitted Exclusions.

**6.5 Acceptance of Payment by Minister.** The acceptance by the Minister of any Gross Revenue Charge payment made hereunder or the issuance of a certificate of good standing pursuant to section 6.10 in respect of such payment shall not preclude the Minister from disputing the calculation, inclusion or omission of any item in connection with the calculation of such Gross Revenue Charge and adjusting the amount of the Gross Revenue Charge payable by the Authority in a particular Fiscal Year pursuant to section 6.7.

**6.6 Audit and Inspection.** In addition to any disclosure required under the Act in connection with a special examination respecting the Authority, the Minister shall be entitled at any time to review the books, records, systems and practices of the Authority and Subsidiaries and take copies and extracts from the books and records of the Authority and Subsidiaries for the purposes of verifying the information contained in the Disclosure Statement provided by the Authority and Subsidiaries to the Minister pursuant to section 6.4. The Authority and Subsidiaries shall furnish to the Minister all information in its possession or to which it is entitled to possession that may be required by the Minister in connection with an audit and inspection by the Minister.

**6.7 Adjustment of Gross Revenue Charge.** If an audit and investigation conducted pursuant to section 6.6 or a review by the Minister of the Disclosure Statement discloses a difference between the amount which in the Minister's opinion should have been paid by the Authority as Gross Revenue Charge for a particular Fiscal Year and the amount actually paid by the Authority for such Fiscal Year the Minister may readjust the Gross Revenue Charge payable by the Authority for such Fiscal Year. In the event that the readjustment results in the Authority paying a further amount to the Minister in respect of the Gross Revenue Charge for a particular Fiscal Year, the Minister shall invoice the Authority for such amount. The Authority shall pay the Minister the invoiced amount together with all interest accrued thereon on or before 30 days following the date of receipt of the invoice.

**6.8 Set-Off.** The Minister shall be entitled to set off any amount owing to Her Majesty by the Authority against any payment owing to the Authority by the Minister in accordance with the provisions of the *Financial Administration Act*. If an audit, investigation or review by the Minister contemplated by section 6.7 discloses amounts owed by the Minister to the Authority, the Authority shall be entitled to set off such amount against any payment owed to the Minister by the Authority.

**6.9 Interest on Outstanding Amounts.** Interest shall accrue annually on any outstanding balance owing to the Minister in respect of a Gross Revenue Charge payment or any payment to be made by the Authority or the Minister in connection with a readjustment of a Gross Revenue Charge payment, at the interest rate equal to the prime rate of interest established by the Bank of Canada from time to time plus 2%.

**6.10 Certificate of Good Standing.** Forthwith, upon receipt from the Authority of the full amount of the Gross Revenue Charge for a particular Fiscal Year, the Minister shall issue to the Authority a certificate of good standing in a form to be determined by the Minister confirming that the Letters Patent are in good standing as of the date of the certificate. Provided there are no amounts owing to the Minister by the Authority under this Article 6, including any amounts owed pursuant to an adjustment of the Gross Revenue Charge under section 6.7, the Minister shall, upon request by the Authority at any time during a Fiscal Year, issue a certificate of good standing to the Authority confirming the Letters Patent are in good standing as of the date of the certificate.

## ARTICLE 7

## ACTIVITIES AND POWERS OF THE AUTHORITY AND SUBSIDIARIES

**7.1 Activities of the Authority Related to Certain Port Operations.** To operate the port, the Authority may undertake the port activities referred to in paragraph 28(2)(a) of the Act to the extent specified below:

(a) development, application, enforcement and amendment of rules, orders, bylaws, practices or procedures and issuance and administration of authorizations respecting use, occupancy or operation of the port and enforcement of Regulations or making of Regulations pursuant to subsection 63(2) of the Act;

(b) creation, imposition, collection, remission or reimbursement or other fixing or acceptance of fees or charges authorized by the Act, including the fixing of the interest rate that the Authority charges on overdue fees;

(c) management, leasing or licensing the federal real property described in Schedule B or described as federal real property in any Supplementary Letters Patent, subject to the restrictions contemplated in sections 8.1 and 8.3 and provided such management, leasing or licensing is for, or in connection with, the following:

(i) those activities described in sections 7.1 and 7.3;

(ii) those activities described in section 7.4 provided such activities are carried on by Subsidiaries or other third parties pursuant to leasing or licensing arrangements; and

(iii) the following uses to the extent such uses are not described as activities in sections 7.1, 7.3 or 7.4:

(A) uses related to shipping, navigation, transportation of passengers and goods, handling of goods and storage of goods, including the following uses to or for users of the port in connection with their use of the port and its facilities: marine and marina services and ferry operations;

(B) provision of municipal services or facilities in connection with such federal real property, public parks and recreation and social services;

(C) the following uses provided that no change occurs to the location where these uses are undertaken as set out in Appendix A:

media productions, float homes and float home community operators provided that the float home communities in which they are located remain in total size and scope comparable to those communities existing on May 1, 1999; float homes and float home community operators provided that the float home communities in which they are located remain in total size and scope comparable to the aggregate number of float homes existing on July 1, 1999; manufacturing or processing of goods to the extent compatible with port operations and the land-use plan for the port and without compromising the ability of the Authority to operate port facilities over the long term; dry dock facilities; moorage for casino vessels for services approved by the Province of British Columbia; residential uses as may be required by abutting residential landowners or by users of the port to provide accommodation for

their employees in connection with their commercial or industrial operations; bus depot; food, beverage and retail services in support of the local tourism industry; residual office premises; automobile and automobile parts storage to the extent compatible with port operations and the land-use plan for the port and without compromising the ability of the Authority to operate port facilities over the long term; manufacturing or processing of goods to the extent compatible with port operations and the land-use plan for the port and without compromising the ability of the Authority to operate port facilities over the long term; food, beverage and retail services in support of the local tourism industry;

(D) government-sponsored economic development initiatives approved by Treasury Board; and

(E) the following uses provided that no change occurs to the location where these uses are undertaken as set out in Appendix A:

research services or facilities; movement of utilities; towing vessels; heliports; processing work, including lumber treatment and facilities, incidental to the handling or shipping of goods through the port to the extent compatible with the land-use plan for the port; restaurants, retail operations, tourist services and similar tourism-related activities located in passenger terminal facilities provided such uses are related to the transportation of passengers through the port and are compatible with the land-use plan for the port; storage and processing of fish and shellfish products; loading and unloading of wood chips and hog fuel, log storage, log sorting and log dumping incidental to the handling or shipping of goods;

provided such uses are carried on by third parties other than Subsidiaries pursuant to leasing or licensing arrangements;

(d) exchanging federal real property described in Schedule B or described as federal real property in any Supplementary Letters Patent for other real property of comparable market value subject to the issuance of Supplementary Letters Patent that describe the other real property as federal real property;

(e) granting over federal real property described in Schedule B or described as federal real property in any Supplementary Letters Patent, road allowances or easements, rights of way or licences for utilities, service or access;

(f) mortgaging, pledging or otherwise creating a security interest in any fixture on federal real property described in Schedule B or as federal real property in any Supplementary Letters Patent provided that

(i) such mortgage, pledge or other security interest charges only the fixture or fixtures acquired, built, restored, enhanced or replaced with proceeds received by the Authority and secured by such mortgage, pledge or other security interest; and

(ii) the party receiving such mortgage, pledge or other security interest agrees that upon the exercise of the right to remove such fixture from the federal real property such exercise shall be conducted in a manner that causes no greater damage or injury to such federal real property and to the other property situated on it or that puts the occupier of the federal real property or the Authority to no greater inconvenience than is necessarily incidental to the removal of the fixture;

(g) disposition of any fixtures on federal real property described in Schedule B or as federal real property in any Supplementary Letters Patent whether by way of removal, demolition, sale, lease, licence or exchange;

(h) construction, establishment, repair, maintenance, operation, removal or demolition of

(i) disposal sites for carrying out the activities contemplated by paragraph 7.1(j)(ii);

(ii) berths, wharfs, anchorage, breakwaters, waterways, or fill sites;

(iii) facilities or equipment for finish or assembly work incidental to the handling or shipping of goods;

(iv) transportation, terminal, warehousing and other port facilities or equipment; or

(v) office premises to be utilized by the Authority or Canada Place Corporation in the conduct of their activities;

within the port or for users of the port in connection with their use of the port and its facilities;

(j) operation or maintenance of a marina or railway,

(i) within the port; or

(ii) within or between the municipalities named in subsection 4.6(b) of these Letters Patent if for users of the port in connection with their use of the port and its facilities;

(j) the provision of services or carrying out of activities within the port or to or for users of the port in connection with their use of the port and its facilities as follows:

(i) environmental assessment, audit, remediation, rehabilitation of marine habitat and marshes or other such services;

(ii) waste and dredgeate disposal (except that contaminated waste and dredgeate disposal services can be provided only for users of the port in connection with their use of the port and its facilities);

(iii) navigational services and aids;

(iv) building, design, maintenance, engineering, repair and operation of vessels owned by the Authority or leased by the Authority from third parties;

(v) emergency planning and response;

(vi) vehicle parking, control or marshalling facilities;

(vii) manufacture or redistribution of utilities, including communication facilities and telecommunication services;

- (viii) multi-modal facilities and services;
  - (ix) transport services within the port or, within or between the municipalities named in subsection 4.6(b) of these Letters Patent, to provide access to or from the port and its facilities;
  - (x) providing information and information technology to users of the port;
  - (xi) salvage and seizure;
  - (xii) security services and dispatching services;
  - (xiii) harbour patrol services for the navigable waters of the port; and
  - (xiv) providing expertise in connection with software or know-how developed in the course of conducting the activities described in the provisions of this section 7.1;
- (k) provision of the following services or carrying out of the following activities, within the port or to or for users of the port in connection with the use of the port and its facilities, provided that no change occurs to the location at which they are undertaken as set out in Appendix A:
- (i) facilities for vessel fuelling stations incidental to the handling and shipping of goods;
  - (ii) river training works;
  - (iii) facilities or equipment for loading and unloading of wood chips and hog fuel, log storage, log sorting, log dumping and lumber treatment facilities incidental to the handling or shipping of goods;
  - (iv) wood fibre recovery and recycling services and facilities incidental to the handling or shipping of goods through the port to the extent compatible with the land-use plan for the port;
  - (v) facilities for vehicle storage, repair and fuelling stations incidental to the handling or shipping of goods;
  - (vi) dredging;
  - (vii) sale of dredgeate;
  - (viii) stevedoring services;
  - (ix) warehousing and distribution of goods and services;
  - (x) towing of vessels;
  - (xi) towing of vessels, as required for safety of navigation or persons;
  - (xii) management of waterways, foreshore, uplands and related activities for the Province of British Columbia; and
  - (xiii) operation of restaurants, bars, retail, office, display and trade shows, entertainment activities, tour operations and similar tourism-related



activities, provided that all the foregoing activities are related to the activities described in this section 7.1, and further provided that, where the Authority is to carry on such an activity, the Board has determined by resolution that: (i) it is not practicable to carry on such an activity pursuant to leasing or licensing arrangements; or (ii) while practicable, the Board has determined that it is not in the best interests of the Authority, having regard to the objectives set forth in section 4 of the Act, to carry on such an activity pursuant to leasing or licensing arrangements;

(l) undertaking research and development related to the activities described in this section 7.1;

(m) promoting, marketing, and undertaking public or governmental relations to promote use of the port;

(n) producing, coordinating, sponsoring and hosting of public or civic events;

(o) in pursuing or exercising the remedies available to it as lessor or licensor of premises on federal real property described in Schedule B or described as federal real property in any Supplementary Letters Patent, the conduct of any business or activity from such premises;

(p) carrying on activities described in section 7.1 on real property other than federal real property described in Schedule C or described as real property other than federal real property in any Supplementary Letters Patent; and

(q) operation or maintenance of seaports, floatplane airports, heliports, bus depots and cruise ship terminals,

(i) within the port; or

(ii) within or between the municipalities named in subsection 4.6(b) of these Letters Patent if for users of the port in connection with their use of the port and its facilities;

provided that no change occurs to the location at which these activities are undertaken as set out in Appendix A;

provided that in conducting such activities the Authority shall not enter into or participate in any commitment, agreement or other arrangement whereby the Authority is liable jointly or jointly and severally with any other person for any debt, obligation, claim or liability.

**7.2 Activities of Canada Place Corporation.** Canada Place Corporation is authorized to carry on the following activities:

(a) management, leasing or licensing the federal real property described under Canada Place Corporation in Schedule B for the following tenant uses: hotels, restaurants, bars, tour operations, travel or tour agencies and similar tourism-related uses, retail, office, entertainment activities, food services and display and trade shows;

(b) manufacturing and distributing steam and other utilities;

(c) management of assets and property, including the maintenance and repair of any building or structure located on the federal real property described in Schedule B or described as federal real property in any Supplementary Letters

Patent;

(d) producing, coordinating, sponsoring and hosting of public or civic events;  
and

(e) promotion, marketing and undertaking of public relations in connection with  
Canada Place or the port.

**7.3 Activities of the Authority Necessary to Support Port Operations.** To operate the port, the Authority may undertake the following activities which are deemed necessary to support port operations pursuant to paragraph 28(2)(b) of the Act:

(a) subject to the provisions of Article 9 below:

(i) borrowing money upon the credit of the Authority;

(ii) limiting or increasing the amount to be borrowed;

(iii) issuing bonds, debentures or other securities of the Authority;

(iv) pledging or selling such bonds, debentures or other securities for such sums and at such prices as may be deemed expedient;

(v) securing any such bonds, debentures or other securities, or any other present or future borrowing or liability of the Authority, by mortgage, charge, pledge or other security interest relating to all or any currently owned or subsequently acquired real and personal, movable and immovable, property and leasehold interests and reversionary interests of the Authority, and the undertaking and rights of the Authority; provided, however, that the Authority may not mortgage, hypothecate, pledge or otherwise create a security interest in federal real property described in Schedule B or as federal real property in any Supplementary Letters Patent other than to

(A) pledge the revenues of the federal real property described in Schedule B or as federal real property in any Supplementary Letters Patent; or

(B) create, pursuant to the exercise of the powers of the Authority contemplated by subsection 7.1(f), a mortgage, pledge or other security interest in fixtures on federal real property described in Schedule B or as federal real property in any Supplementary Letters Patent; and

(vi) issuing a Permitted Indemnity or Guarantee, provided that the cumulative amount of all such Permitted Indemnities or Guarantees shall at no time exceed one-tenth of the aggregate Borrowing maximum amount specified in section 9.2;

provided that any contract, bond, debenture or financial assistance related to such borrowing, issuance, pledging or securing shall contain a covenant, proviso or acknowledgement from the lender or counterparty that the lender or counterparty shall have no recourse against Her Majesty or any assets of Her Majesty;

(b) acquisition or disposition of real property other than federal real property subject to the issuance of Supplementary Letters Patent;

- (c) acquisition of real property from Her Majesty subject to the issuance of Supplementary Letters Patent describing such property as real property other than federal real property;
- (d) occupying or holding real property other than federal real property;
- (e) granting over real property other than federal real property road allowances or easements, rights of way or licences for utilities, service or access;
- (f) renting equipment;
- (g) developing, leasing or licensing real property other than federal real property for, or in connection with the activities described in this Article 7;
- (h) carrying on activities described in section 7.3 on federal real property described in Schedule B or described as federal real property in any Supplementary Letters Patent or on real property other than federal real property described in Schedule C or described as real property other than federal real property in any Supplementary Letters Patent;
- (i) acquisition, disposition, holding, leasing or licensing of personal property;
- (j) investing moneys in the Authority's reserves or that it does not immediately require subject to the provisions of the Act, the Regulations and these Letters Patent;
- (k) incorporating a corporation all of whose shares on incorporation would be held by, on behalf of or in trust for the Authority provided that the Authority does not, at any time, make a Capital Investment in a Subsidiary such that the Authority's cumulative Capital Investment in all Subsidiaries exceeds an amount equal to
- (i) 50% of the net income of the Authority as shown in the last annual audited financial statements of the Authority submitted to the Minister prior to the making of such Capital Investment, before deducting from such net income the amounts shown in such statements for depreciation and/or amortization and excluding extraordinary items; or
  - (ii) if such statements have not yet been submitted, then 50% of the net income of the predecessor of the Authority as shown in the financial statements included in the last annual report of such predecessor submitted to the Minister prior to the making of such Capital Investment, before deducting from such net income the amounts shown in such statements for depreciation and/or amortization and excluding extraordinary items; and
- (l) in pursuing or exercising the remedies available to it as lessor or licensor of premises on real property other than federal real property described in Schedule C or described as real property other than federal real property in any Supplementary Letters Patent, the conduct of any business or activity from such premises.

**7.4 Activities of Subsidiaries Necessary to Support Port Operations.** A Subsidiary other than Canada Place Corporation may undertake the following activities which are deemed necessary to support port operations pursuant to paragraph 28(2)(b) of the Act:

- (a) borrowing money on the credit of a Subsidiary;

- (b) limiting or increasing the amount to be so borrowed;
- (c) issuing bonds, debentures or other securities of the Subsidiary;
- (d) pledging or selling such bonds, debentures or other securities for such sums and at such prices as may be deemed expedient;
- (e) securing any bonds, debentures or other securities, or any other present or future borrowing or liability of the Subsidiary, by mortgage, charge, pledge or other security interest relating to all or any currently owned or subsequently acquired real and personal, moveable and immovable property and leasehold interests and reversionary interests of the Subsidiary and the undertaking and rights of the Subsidiary;
- (f) participating as a partner, shareholder or co-venturer in a partnership, corporation, joint venture or similar arrangement in connection with the activities outlined in this section 7.4 and pledging, selling or securing such participation, interest or investment by mortgage, charge, pledge or other security interest;
- (g) providing expertise to third parties for use outside the boundaries of the port, in connection with software or know-how developed in carrying out the activities specified in paragraph 7.1(j)(xvi);
- (h) acquisition, disposition, occupying, holding, developing, leasing or licensing, real property other than federal real property, for, or in connection with, the activities described in this Article 7;
- (i) carrying on activities described in section 7.4 on real property other than federal real property;
- (j) leasing or licensing real property from the Authority for, or in connection with, the activities described in section 7.4;
- (k) operation of freight forwarding, consolidating, trading or brokerage facilities or services and warehousing, storage and handling of cargo, freight and goods outside the port, or in connection with persons who are not users of the port;
- (l) operation of dry dock facilities;
- (m) acquisition, disposition, holding, leasing or licensing of personal property;
- (n) operation of restaurants, bars, retail, office, display, trade shows, and carry on entertainment activities, travel or tour operations and similar tourism-related activities, provided that all the foregoing activities are not related to activities described in sections 7.1 or 7.2;
- (o) operation of an industrial or business park for activities compatible with port operations and the land-use plan for the port;
- (p) carrying out of the activities including the provision of services as follows:
  - (i) environmental assessment, audit, remediation or other services;
  - (ii) navigational services and aids;
  - (iii) emergency planning and response;

- (iv) dispatching services;
- (v) security;
- (vi) vehicle parking, control or marshalling facilities;
- (vii) dredging and channel maintenance including deposit, disposal and sale of waste and dredgeate;
- (viii) warehousing and distribution of goods and services for activities compatible with port operations and the land-use plan for the port;
- (ix) stevedoring services;
- (x) consulting services relating to the operation of ports;
- (xi) building, design, maintenance, engineering, repair and operation of vessels; and
- (xii) multimodal facilities and services;

outside the port or in connection with persons who are not users of the port;

(q) in pursuing or exercising the remedies available to it as lessor or licensor of premises on real property other than federal real property described in Schedule C or described as real property other than federal real property in any Supplementary Letters Patent, the conduct of any business or activity from such premises; and

(r) a Subsidiary other than Canada Place Corporation that has undertaken activities pursuant to subsections 7.4(g), (k) or (p) prior to the effective date of amalgamation, may continue such activities.

**7.5 Powers of the Authority and Subsidiaries.** The Authority has the power to carry out the activities specified in sections 7.1 and 7.3. Canada Place Corporation has the power to carry out the activities specified in section 7.2 and the Subsidiaries have the power to carry out the activities specified in section 7.4.

## ARTICLE 8

### LEASING AND CONTRACTING

**8.1 Restriction on Leasing and Licensing.** The Authority shall not grant a lease or licence of federal real property described in Schedule B or as federal real property in any Supplementary Letters Patent for a term in excess of 60 years where such lease or licence is granted pursuant to paragraph 7.1(c)(i), or subparagraphs 7.1(c)(iii)(A), 7.1(c)(iii)(B) or 7.1(c)(iii)(E) or for a term in excess of 40 years where such lease or licence is granted pursuant to paragraph 7.1(c)(ii), or subparagraph 7.1(c)(iii)(C) or 7.1(c)(iii)(D) provided however that

(a) with the written consent of the Minister the Authority may lease or license such federal real property for a maximum term of 99 years; and

(b) nothing contained in this section shall restrict the ability of the Authority or a Subsidiary to grant a road allowance, easement, right of way or licence for

utilities, services or access for any term.

**8.2 Calculation of Term of Lease or Licence.** For the purpose of section 8.1, "term" shall mean, in relation to a lease or licence, the sum of

(a) the number of years for which a lessee or licensee has the right to occupy the demised premises or licensed area; and

(b) the maximum number of years not included in the calculation under subsection 8.2(a) that, by the exercise of rights or options to renew or extend the lease or licence agreement, the lessee or licensee may occupy the demised premises or licensed area.

**8.3 Fair Market Value Requirement.** The Authority shall ensure that every lease or license of federal real property described in Schedule B or as federal real property in any Supplementary Letters Patent to be entered into following the effective date of the Letters Patent pursuant to which the lessees or licensees carry on uses described in subparagraph 7.1(c)(iii)(C) or 7.1(c)(iii)(D) or section 7.3 or 7.4 shall be for not less than fair market value provided, however, that with the written consent of the Minister, the Authority may lease or licence such federal real property for uses described in subparagraph 7.1(c)(iii)(D) at less than fair market value.

**8.4 Tendering Requirement Respecting Work Contracts.** The Authority shall establish and implement a written policy respecting the entering into by the Authority of any agreement (a "Work Contract") for the construction, renovation, repair or replacement of a building, structure, facility, work or undertaking, the excavation, filling or development of any real property or the provision of materials in connection therewith. Such policy shall set forth

(a) the requirements respecting the publication of a notice or advertisement requesting bids for Work Contracts;

(b) the policies and procedures respecting bidding for Work Contracts;

(c) the requirement to provide potential bidders for a Work Contract with reasonable access during normal business hours to the proposed work site for the purposes of assessing the site conditions relevant to the performance of the Work Contract; and

(d) exceptions to tendering requirements:

(i) where there exists only one supplier of the work;

(ii) for emergencies;

(iii) where the Authority itself performs the work;

(iv) where the delay resulting from compliance with formal tendering requirements is reasonably expected to be injurious to the public interest; and

(v) for Work Contracts below a specified value.

## ARTICLE 9

### BORROWING

**9.1 No Borrowing as an Agent.** The Authority and any Subsidiaries may not borrow money as an agent of Her Majesty. Every contract for the borrowing of money shall contain an acknowledgement of the lender that it shall have no recourse against Her Majesty or any assets of Her Majesty.

**9.2 Restriction on Incurrence of Borrowing.** The Authority shall not incur any item of Borrowing so that the aggregate Borrowing of the Authority would exceed \$ 510 million.

**9.3 Borrowing.** "Borrowing" means the following items for the Authority (adjusted to give effect to the provisions of section 9.4), without duplication, as follows:

(a) all obligations for borrowed money and all obligations evidenced by bonds, debentures, notes, or other similar instruments on which interest charges are customarily paid, recorded in accordance with GAAP;

(b) all obligations, contingent or otherwise, relative to the face amount of all letters of credit, whether or not drawn, and bankers' acceptances issued;

(c) any obligation as lessee under leases which have been or should be, in accordance with GAAP, recorded as Capitalized Lease Liabilities;

(d) all obligations to pay the deferred purchase price of property or services, and indebtedness (excluding prepaid interest thereon) secured by a lien on property owned or being purchased by the Authority (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by the Authority or is limited in recourse and recorded in the financial statements of the Authority and Subsidiaries for the most recently completed Fiscal Year;

(e) accrued contingent losses reflected as a charge to income in accordance with GAAP and recorded in the financial statements of the Authority and Subsidiaries for the most recently completed Fiscal Year;

(f) all Contingent Liabilities of the Authority in respect of any of the foregoing; or

(g) the amount of the aggregate potential liability of the Authority pursuant to the terms of a Permitted Indemnity or Guarantee.

**9.4 Exclusion of Subsidiaries.** In determining the Borrowing pursuant to section 9.3, any amounts pertaining to Subsidiaries carrying on activities contemplated by paragraph 28(2)(b) of the Act shall be excluded.

**9.5 Certificate of the Authority.** Concurrent with the submission of financial statements to the Minister contemplated by subsection 37(4) of the Act, the Authority shall deliver to the Minister a certificate executed by the chief executive officer of the Authority stating

(a) the amount of the aggregate Borrowing of the Authority at the end of the Fiscal Year to which such financial statements relate;

(b) that the Authority is not in default or has not committed an event of default under any of the terms of its Borrowing except those which it is contesting in good faith or if such default or event of default exists, the particulars thereof;

(c) that since the date of the last certificate provided hereunder the Authority

has not been served with written notice of any Significant Legal Proceedings or, if the Authority has been served, particulars of such legal proceedings;

(d) if any Capital Investment in a Subsidiary has been made by the Authority during the Fiscal Year to which such financial statements relate, the amount of such Capital Investment, the annual rate of return necessary for such Capital Investment to yield a Sufficient Return and the amounts paid by all Subsidiaries on account of payment of Sufficient Return; and

(e) that the Authority is not aware of any contract for the borrowing of money in an amount exceeding \$5,000,000 which fails to contain the express statement stipulated in subsection 28(5) of the Act;

provided that the Authority may satisfy its obligations pursuant to this section through delivery to the Minister a copy of the letter delivered to the auditor of the Authority in connection with the annual audit of the financial statements of the Authority which contains substantially the same information as contemplated by this section.

## ARTICLE 10

### SUBSIDIARIES

**10.1 Directors' Obligations Respecting Subsidiaries.** The directors shall take all necessary measures to ensure that every Subsidiary

(a) has and exercises only the powers authorized in the Letters Patent;

(b) carries on only the activities authorized in the Letters Patent; and

(c) does not exercise any power or carry on any activity in a manner contrary to the Letters Patent or the Act.

**10.2 Constatng Documents of Subsidiary.** The constating documents of every Subsidiary other than Canada Place Corporation shall state that the Subsidiary cannot exercise any power as an agent of Her Majesty.

**10.3 Use of Authority Property and Employees.** Prior to a Subsidiary utilizing the property, services, facilities or employees of the Authority in connection with the Subsidiary's activities or vice versa, the Subsidiary and Authority shall enter into a written agreement whereby the recipient covenants to pay fair market value for use of such property, services, facilities or employees.

**10.4 Mandatory Standby Fee.** Every Subsidiary shall pay and the Authority shall collect from each Subsidiary a one-time guarantee standby fee for each Permitted Indemnity or Guarantee given by or on behalf of the Authority which fee shall be in an amount not less than one-half of one percent of the maximum dollar amount of such Permitted Indemnity or Guarantee given by the Authority.

**10.5 Prohibition on Indemnities.** Other than Permitted Guarantees or Indemnities, no guarantee, indemnity or other agreement or commitment may be given by or on behalf of the Authority for the discharge of an obligation or liability of a Subsidiary, whether such obligation or liability be contingent or otherwise.

## ARTICLE 11



## FEDERAL OBLIGATIONS

**11.1 International and Provincial Obligations.** The Authority shall comply with all obligations applicable to the Authority arising under any international agreement, convention or arrangement, or any federal-provincial agreement, including

- (a) Agreement on Internal Trade;
- (b) North American Free Trade Agreement;
- (c) Canada-Chile Free Trade Agreement;
- (d) World Trade Organization General Agreement on Trade in Services; and
- (e) Port State Control Agreements;

to which Her Majesty is a party, whether such agreement, convention or arrangement, or federal provincial agreement is entered into before or after the date of issuance of these Letters Patent.

**11.2 Federal Identity.** The Authority and Canada Place Corporation shall

- (a) in the case of the Authority, display the Canadian flag prominently at the port, and in the case of Canada Place Corporation, display the Canadian flag prominently at Canada Place;
- (b) in the case of the Authority, display the "Canada" wordmark on a prominent building at the port, and, in the case of Canada Place Corporation, display the "Canada" wordmark on a prominent building at Canada Place; and
- (c) each apply the "Canada" wordmark prominently on all their respective identity applications.

**11.3 Emergency Preparedness.** The Authority shall, at the request of the Minister and in accordance with applicable policies established by Her Majesty from time to time, provide all the support required by the Minister to fulfil the responsibilities of the Minister under the *Emergency Preparedness Act*, R.S.C. 1985, c. 6 (4th Supp.) with respect to the port.

## ARTICLE 12

### BY-LAWS

**12.1 By-Laws.** The directors of the Authority may, by resolution, make, amend or repeal by-laws that regulate the affairs of the Authority or the duties of officers and employees.

ISSUED under my hand to be effective on the day specified in the Certificate of Amalgamation as the day upon which the amalgamation of the Fraser River Port Authority, North Fraser Port Authority and the Vancouver Port Authority takes effect.

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The Honourable Lawrence Cannon, P.C., M.P.  
Minister of Transport, Infrastructure and Communities

**SCHEDULE A****VANCOUVER FRASER PORT AUTHORITY****DESCRIPTION OF NAVIGABLE WATERS**

All tidal waters located in Burrard Inlet, with the Indian Arm (formerly known as the North Arm) and Port Moody and English Bay and all other tidal waters lying east of a line drawn from the Point Atkinson Lighthouse southerly to the most westerly point of Point Grey, save and except the tidal waters located in False Creek lying east of a line drawn from Kitsilano Point 45°00'00" across the mouth of False Creek, together with those tidal waters located in

That area situated at Sturgeon Bank and Roberts Bank, described as follows:

commencing at a point on the westerly shore of Point Roberts, being the intersection of the original high water mark and the International Boundary Line;

thence westerly following said International Boundary Line to a point of intersection with 123°19'15.32" west longitude;

thence due north following the line of 123°19'15.32" west longitude to a point of intersection with a line drawn 225°00'00" from the most westerly corner of District Lot 5833, Group 1, New Westminster District;

thence 45°00'00" to the most westerly corner of said Lot 5833;

thence southeasterly along the south-westerly boundaries of said Lot 5833 and District Lot 5740, Group 1, to the most southerly corner of said Lot 5740;

thence north-easterly along the easterly boundary of said Lot 5740 to the south-west corner of District Lot 3513, Group 1;

thence following original high water mark along the southerly boundary of said Lot 3513, to the north-west corner of Block D of District Lot 6829, Group 1;

thence following the westerly boundary of said Block D to the south-west corner of said Block D;

thence following the southerly boundary of said Block D to the north-west corner of Block C of said Lot 6829;

thence following the westerly boundary of said Block C to a point of intersection with the northerly boundary of Fractional Section 8, Block 5 North, Range 7 West;

thence westerly along the northerly boundary of said Fractional Section 8 to the north-west corner of Lot 58, Plan 29409;

thence southerly following the westerly and southerly boundaries of said Lot 58 to the south-west corner of Fractional Section 28, Block 5 North, Range 7 West;

thence 171°30'00" for 1798.786 metres, more or less, across the Middle Arm of the Fraser River to the south-west corner of Fractional Section 4, Block 4 North, Range 7 West;

thence southerly following the westerly boundaries of Fractional Sections 9, 16, 21, 28 and 33, Block 4 North, Range 7 West, and the westerly boundary of Fractional Section 4, Block 3 North, Range 7 West, to the south-west corner of said Fractional Section 4, Block 3 North, Range 7 West;

thence following the easterly boundary of District Lot 4594, Group 1, to the north-east corner of District Lot 4595, Group 1;

thence 154°31'00" for 1970.191 metres, more or less, across the south arm of the Fraser River, to the most north-westerly corner of District Lot 194, Group 2, New Westminster District;

thence southerly following the original high water mark along the westerly boundary of said Lot 194 to a point of intersection with the boundary of Lot 1, Plan 29420;

thence following the westerly and southerly boundaries of said Lot 1 to a point of intersection with the westerly boundary of District Lot 192A, Group 2;

thence southerly following original high water mark along the westerly boundary of said Lot 192A to the north-west corner of District Lot 192, Group 2;

thence following original high water mark along the westerly boundary of said Lot 192 to a point of intersection with a production south-westerly of the north-westerly boundary of Reference Plan 31157E;

thence south-easterly following a straight line across mouth of slough to the south-west corner of District Lot 191, Group 2;

thence south-easterly following original high water mark along the south-westerly boundaries of said Lot 191, and District Lot 189, Group 2, to a point of intersection with a production south-westerly of the most easterly boundary of Plan 20906;

thence 190°09'00" for 785.549 metres, more or less, across Canoe Pass, to the most westerly point of District Lot 187, Group 2;

thence south-easterly following original high water mark along the south-westerly boundaries of said Lot 187, District Lot 186, Group 2, and District Lot 185, Group 2, to the south-east corner of said Lot 185;

thence following the southerly boundary of Lot 5, Plan 31806, to the most southerly corner of said Lot 5;

thence 216°06'55" along the north-westerly boundary of Tsawwassen Indian Reserve, for 16.764 metres, to high water mark as shown on C.L.S.R. Plan 50823;

thence southerly following high water mark of said Plan 50823, along the westerly boundary of Tsawwassen Indian Reserve, to a point of intersection with high water mark, as shown on C.L.S.R. Plan 53052;

thence southerly following the westerly boundaries of said Plan 53052, C.L.S.R. Plan 4751, and C.L.S.R. Plan 50443 to the south-west corner of Tsawwassen Indian Reserve;

thence southerly following original high water mark along the westerly boundary of Fractional Section 4, Township 5, New Westminster District, to a point of intersection with the International Boundary Line, being the point of commencement;

all of which is shown on Key Plan No. D78417 of 28 October 1968 and five supplemental Plans numbered D70581, D70582, D70583, D70584 and D70586, on record with the Department of Transport and registered at the Land Title Office at New Westminster, British Columbia.

All the waters of the Fraser and Pitt rivers lying west, or downstream from a straight line drawn  $228^{\circ}46'00''$  astronomically from the northerly shore to the southerly shore to the Fraser River from a point on the line of average high water mark near the junction of the easterly shore of Kanaka Creek with the northerly shore of the Fraser River in District Lot 275, Group 1, New Westminster District, to a point on the line of average high water in Lot C, Townsite of Langley, the said boundary line being as located and monumented and shown on the Plan of Survey dated September 1936 and filed at Transport Canada under No. BR-14514, and a straight line drawn  $207^{\circ}27'09''$  astronomically from a point on the line of average high water on the northerly shore to a point on the line of average high water on the southerly shore of said River at the outlet of Pitt Lake, the said boundary line being as located and monumented and shown on the Plan of Survey dated September 1936 and filed at Transport Canada under No. BR-14515:

thence downstream, extending to the line of average high water mark on both sides of the said Pitt River and Fraser River, and Canoe Pass of the Fraser River, to the following described boundary:

commencing at the southwest corner of Fractional Section 4, Block 3 North, Range 7 West, New Westminster District;

thence following the easterly boundary of District Lot 4594, Group 1, to the northeast corner of District Lot 4595, Group 1;

thence  $154^{\circ}31'00''$  for 1970.191 metres, more or less, across the south arm of the Fraser River, to the most northwesterly corner of District Lot 194, Group 2, New Westminster District;

thence southerly following original high water mark along the westerly boundary of said Lot 194, to a point of intersection with the boundary of Lot 1, Plan 29420;

thence following the westerly and southerly boundaries of said Lot 1 to a point of intersection with the westerly boundary of District Lot 192A, Group 2;

thence southerly following original high water mark along the westerly boundary of said Lot 192A, to the northwest corner of District Lot 192, Group 2;

thence following original high water mark along the westerly boundary of said Lot 192 to a point of intersection with a production southwesterly of the northwesterly boundary of Reference Plan 31157E;

thence southeasterly following a straight line across mouth of slough to the southwest corner of District Lot 191, Group 2;

thence southeasterly following original high water mark along the

southwesterly boundaries of said Lot 191, and District Lot 189, Group 2, to a point of intersection with a production southwesterly of the most easterly boundary of Plan 20906;

thence  $190^{\circ}09'00''$ , for 785.549 metres, more or less, across Canoe Pass, to the most westerly point of District Lot 187, Group 2, all as shown on the plan on record with Transport Canada and registered at the Land Title Office at New Westminster, British Columbia as Filing D 70584.

All the waters of the North Arm and Middle Arm of the Fraser River lying between the westerly and easterly limits described hereunder:

The westerly limit of the North Arm of the Fraser River which is described as follows:

commencing at the most westerly point of Lot 3045, Group 1, New Westminster District;

thence  $255^{\circ}47'05''$  3,937.23 feet across the North Arm of the Fraser River to the harbour headline point number 1 in the North Arm of the Fraser River;

thence  $218^{\circ}14'40''$  1,049.57 feet to the most northerly corner of Lot 5833, Group 1, New Westminster District;

thence following the northwesterly boundary of Lot 5833, Group 1, New Westminster District to the most westerly corner of Lot 5833, Group 1, New Westminster District;

thence southeasterly along the southwesterly boundaries of Lot 5833, Group 1, New Westminster District and District Lot 5740, Group 1 New Westminster District to the most southerly corner of District Lot 5740, Group 1, New Westminster District;

thence northeasterly along the south-easterly boundary of District Lot 5740, Group 1, New Westminster District to the most westerly corner of District Lot 3513, Group 1, New Westminster District at the high water mark;

thence following the original high water mark, along the southerly boundary of District Lot 3513 to the northwest corner of Block D, Lot 6829, Group 1, New Westminster District;

thence along the westerly boundary of Block D of Lot 6829, Group 1, New Westminster District to the southwest corner of Block D, Lot 6829, Group 1, New Westminster District;

thence along the southerly boundary of Block D, Lot 6829, Group 1, New Westminster District to the northwest corner of Block C, Lot 6829, Group 1, New Westminster District;

thence following the westerly boundary of Block C, Lot 6829, Group 1, New Westminster District to the southwest corner of Block C, Lot 6829, Group 1, New Westminster District.

The westerly limit of the Middle Arm of the Fraser River which is described as follows:

commencing at the southwest corner of fractional Section 28, Block 5 North,

Range 7 West;

thence  $171^{\circ}30'00''$  for 5,901.53 feet to the southwest corner of fractional Section 4, Block 4 North, Range 7 West.

The easterly limit of the North Arm of the Fraser River which is described as follows:

commencing at the southeast corner of District Lot 172, Group 1, New Westminster District;

thence due south astronomically to the centre line of the North Arm;

thence westerly following the centre line of the North Arm to a point due north astronomically of the northwest corner of District Lot 758, Group 1, New Westminster District;

thence due south astronomically to the northwest corner of District Lot 758, Group 1, New Westminster District.

## **SCHEDULE B**

### **VANCOUVER FRASER PORT AUTHORITY**

#### **DESCRIPTION OF FEDERAL REAL PROPERTY**

1. All those parcels or tracts of land together with all that foreshore and land covered by water of Burrard Inlet and Indian Arm situate, lying and being in the New Westminster Land District in the Province of British Columbia and contained within an area described as follows:

commencing at the south-west corner of Capilano Indian Reserve ("IR") #5, being the south-west corner of District Lot 5521 shown on a plan signed by James T. Underhill, B.C.L.S. and C.L.S., dated April 17, 1934, filed in the Land Records Branch, Ministry of Environment, Lands and Parks, Victoria, B.C., and numbered Plan 7, Tube 77;

thence easterly on the southerly boundary of said District Lot 5521 to a point distant 202.21 feet westerly of the south-east corner of said District Lot 5521, being a point of deflection on the southerly boundary of Capilano IR #5 as shown on Canada Lands Survey Records ("CLSR") Plan 52443;

thence southerly, easterly and northerly on the southerly and easterly boundaries of said Capilano IR #5 as shown on CLSR Plan 52443 to a point on the easterly boundary thereof, being the south-west corner of District Lot 264;

thence easterly on the natural High Water Mark ("HWM") of District Lot 264, being part of the southerly boundary of Lot 5, Plan 13846 (Vancouver) Land Title Office ("LTO") to a point distant 164.46 feet easterly of the south-west corner of District Lot 264;

thence southerly and easterly on the westerly and most southerly boundaries of said Lot 5 and continuing easterly on the most southerly boundaries of Lot 3, Plan 12357 (Vancouver) LTO and said Lot 5 to the most southerly south-east corner thereof, being the most southerly south-east corner of Lot 4, Plan 12357 (Vancouver) LTO;

thence northerly on the most easterly boundary of said Lot 4 and continuing northerly on the most easterly boundary of Lot 5, Plan 13846 (Vancouver) LTO to a point on the natural HWM of District Lot 264;

thence easterly on the natural HWM of District Lot 264 to the south-east corner thereof, being the south-west corner of District Lot 266;

thence easterly on the natural HWM of District Lot 266 to the south-west corner of Block 28, Plan 4680 (Vancouver) LTO, being a point on the west boundary of Lot A, Plan 17505 (Vancouver) LTO;

thence southerly and easterly on the westerly and southerly boundaries of said Lot A to the south-east corner thereof, being the most southerly south-west corner of Lot B of said Plan 17505;

thence easterly, northerly, easterly, northerly and south-westerly on the southerly, easterly and northerly boundaries of said Lot B to the south-east corner of aforesaid Block 28, being a point on the natural HWM of District Lot 266;

thence north-easterly on the natural HWM of District Lot 266 to a point on the most westerly west boundary of Lot D, Plan 17757, (Vancouver) LTO;

thence southerly, easterly, northerly, easterly, northerly, easterly, southerly and easterly on the westerly, southerly and easterly boundaries of said Lot D to the most southerly south-east corner thereof, being a point on the west boundary of that portion of the bed and foreshore of Burrard Inlet in Reference Plan 4668 (Vancouver) LTO;

thence southerly on the west boundary of said portion of the bed and foreshore of Burrard Inlet to the south-west corner thereof, being a point on the Harbour Headline as established by Privy Council Order 2483 dated April 10, 1945;

thence easterly on the said Harbour Headline to the south-east corner of aforesaid portion of the bed and foreshore of Burrard Inlet;

thence northerly on the easterly boundary of said portion of the bed and foreshore of Burrard Inlet to the natural HWM of District Lot 265, being the south-west corner of Block 23, Plan 4690 (Vancouver) LTO;

thence easterly on the natural HWM of said Block 23 to the most westerly north-west corner of Block 1, Plan 14332 (Vancouver) LTO;

thence southerly on the westerly boundary of said Lot 1 to the south-west corner thereof, being the north west corner of Parcel E, Plan LMP45489 (Lower Mainland) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel E to the north east corner thereof, being a point on the southerly boundary of Block 1, Plan 14332 (Vancouver) LTO;

thence easterly on the southerly boundary of said Block 1 to the south-east corner thereof, being the south-west corner of that portion of the bed and foreshore of Burrard Inlet in Reference Plan 11118 (Vancouver) LTO;

thence easterly on the southerly boundary of said portion of the bed and foreshore of Burrard Inlet to the south-east corner thereof, being the north-

west corner of Parcel D, Reference Plan 2583 (Vancouver) LTO;

thence easterly on the northerly boundary of said Parcel D to the north-east corner thereof, being a point on the westerly boundary of District Lot 2654;

thence southerly on the said westerly boundary to the south-west corner of District Lot 2654, being the south-west corner of Lot C, Plan 7080 (Vancouver) LTO;

thence easterly on the southerly boundary of said Lot C to the south-east corner thereof, being the south-west corner of Parcel B, Reference Plan 1915 (Vancouver) LTO;

thence easterly on the southerly boundary of said Parcel B to the south-east corner thereof, being the south-east corner District Lot 2654;

thence southerly on the westerly boundary of that part of the bed and foreshore of Burrard Inlet lying in front of Bewicke Avenue, District Lot 265, Plan 4690 (Vancouver) LTO as shown on Plan with Crown Grant 20427K to the south-west corner thereof, being a point on the aforesaid Harbour Headline;

thence easterly on the said Harbour Headline to the south-east corner of aforesaid bed and foreshore of Burrard Inlet lying in front of Bewicke Avenue, being the most westerly south-west corner of Parcel B, CLSR Plan 67680 (Mission IR #1);

thence easterly and northerly on the southerly and easterly boundaries of said Parcel B to the northeast corner thereof, being the most westerly south-west corner of Lot 1, Plan 18594 (Vancouver) LTO;

thence easterly on the most southerly boundary of said Lot 1 and continuing easterly, southerly, easterly, northerly, easterly, southerly, easterly and northerly on the most southerly boundaries of Lots 6 and 10 and the most easterly boundary of Lot 9 all of Plan 18883 (Vancouver) LTO to a point on the most easterly boundary of said Lot 9, being the south-west corner of Lot 13, Plan 19472 (Vancouver) LTO;

thence easterly on the southerly boundary of said Lot 13 and continuing easterly on the southerly boundary of Parcel B, Reference Plan 2749 (Vancouver) LTO to the south-east corner thereof, being the north-west corner of Parcel X, Plan LMP48129 (Lower Mainland) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel X to the north-east corner thereof, being a point on the southerly boundary of Lot 15, Plan 19677 (Vancouver) LTO;

thence easterly on the southerly boundary of said Lot 15 to the south-east corner thereof, being a point on the westerly boundary of Parcel H, Reference Plan 2587 (Vancouver) LTO;

thence southerly and easterly on the westerly and southerly boundaries of said Parcel H to the south-east corner thereof; being a point on the westerly boundary of Lot A, Plan LMP50309 (Lower Mainland) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Lot A to the most easterly north-east corner thereof, being the south-west corner of Lot B, Plan LMP50310 (Lower



Mainland) LTO;

thence easterly and northerly on the southerly and easterly boundaries of said Lot B to the north-east corner thereof, being a point on the southerly boundary of Lot B, Plan 11879 (Vancouver) LTO;

thence easterly on the southerly boundary of said Lot B to the south-east corner thereof, being the south-west corner of Lot 2, Plan LMP50308 (Lower Mainland) LTO;

thence northerly and easterly on the westerly and northerly boundaries of said Lot 2 to a corner on the northerly boundary thereof, said corner being the most easterly north-east corner of Lot 1, Plan LMP50308 (Lower Mainland) LTO and a point on the southerly boundary of Lot 2, Plan 13715 (Vancouver) LTO;

thence westerly and easterly on the southerly and northerly boundaries of said Lot 2 and continuing easterly on the northerly boundary of Lot 3 of said Plan 13715 to the north-easterly corner thereof, being the north-westerly corner of lot 12, Block 175, Plan 878 (Vancouver) LTO;

thence easterly on the northerly boundary of said Lot 12 and continuing easterly on the northerly boundaries of Lots 13, 14, 15 and 16 and continuing southerly on the easterly boundary of Lot 16 all of said Block 175, Plan 878 to the south-easterly corner of said Lot 16, being the most northerly north-west corner of Parcel F, Reference Plan 2585 (Vancouver) LTO;

thence south-easterly on the natural HWM of said Parcel F to the most north-easterly corner thereof, being the south-west corner of Lot 1, Block 173, Plan 972 (Vancouver) LTO;

thence north-easterly on the westerly boundary of said Lot 1, to the north-westerly corner thereof;

thence easterly on the northerly boundary of said Lot 1 and continuing easterly on the northerly boundaries of Lots 2, 3 and 4 of said Block 173 to the north-easterly corner of said Lot 4, being the most northerly north-west corner of Block 171A, Reference Plan 3141 (Vancouver) LTO;

thence easterly on the northerly boundary of said Block 171A to the most westerly corner of a 33 foot wide road (low level road) shown outlined in red on Reference Plan 3184 (Vancouver) LTO;

thence easterly on the southerly boundary of said 33 foot wide road to the most westerly corner of Lot 4, Plan 14286 (Vancouver) LTO;

thence easterly on the southerly boundary of said Lot 4 to the most easterly corner thereof, being the most westerly corner of Lot 1, Plan 14164 (Vancouver) LTO;

thence easterly on the northerly boundary of said Lot 1 to the most easterly north-east corner thereof, being a point on the easterly boundary of Block 28, Plan 3875 (Vancouver) LTO;

thence southerly on the easterly boundary of said Block 28 and continuing southerly on the most easterly boundary of Parcel A, Reference Plan 1274 (Vancouver) LTO to the most westerly north-west corner of Lot 34, Plan 14290 (Vancouver) LTO;

thence easterly and northerly on the northerly and westerly boundaries of said Lot 34 and continuing northerly on the westerly boundary of Lot 3, Plan 16125 (Vancouver) LTO to the north-west corner thereof;

thence easterly on the northerly boundary of said Lot 3 and continuing easterly and southerly on the northerly and easterly boundaries of Lot B, Plan 4666 (Vancouver) LTO to the south-easterly corner thereof, being the north-westerly corner of Parcel D, Reference Plan 2408 (Vancouver) LTO;

thence easterly on the northerly boundary of said Parcel D to the north-easterly corner thereof, being the south-westerly corner of Lot C, Plan 4666 (Vancouver) LTO;

thence northerly and easterly on the westerly and northerly boundaries of said Lot C to the north-east corner thereof, being the north-west corner of Block A, Plan 1340 (Vancouver) LTO;

thence easterly and southerly on the northerly and easterly boundaries of said Block A to the south-east corner thereof, being a point on the northerly boundary of Lot 1, Plan 16889 (Vancouver) LTO;

thence easterly on the northerly boundary on said Lot 1 to the north-east corner thereof, being the south-west corner of Block B, Plan 1340 (Vancouver) LTO;

thence northerly, easterly and southerly on the westerly, northerly and easterly boundaries of said Block B to the south-east corner thereof, being the north-east corner of Block 16, Plan 1340 (Vancouver) LTO;

thence southerly on the easterly boundary of said Block 16 and continuing southerly on the easterly boundaries of Blocks 14 and 13 of said Plan 1340 and the most easterly boundaries of the closed roads and lanes shown on Explanatory Plan 12583 (Vancouver) LTO to the north-east corner of Block 11 of said Plan 1340;

thence easterly on the northerly boundary of Blocks 32 and 35 and the most northerly boundaries of the closed roads shown on Explanatory Plan 12385 (Vancouver) LTO to the north-east corner of Block 35 of said Plan 1340;

thence southerly on the easterly boundary of said Block 35 to the most easterly south-east corner thereof, being a point on the natural HWM of District Lot 204;

thence south-easterly on the natural HWM of District Lot 204 to the south-east corner thereof; thence northerly on the east boundary of District Lot 204 to a point on the Ordinary High Water Mark ("OHWM") of Seymour Creek IR #2, CLSR Plan BC231;

thence easterly on the OHWM of record February 24, 1926, CLSR Plan BC317 to the south-west corner of a 7.54 acres parcel shown on CLSR Plan RR1324B;

thence easterly on the OHWM of said 7.54 acres parcel to the south-east corner thereof;

thence easterly and northerly on the OHWM as surveyed by W.S. Jemmett in 1880 and shown on CLSR Plan 50125 to a point, said point being the western limit of a straight line drawn astronomically west from an iron post shown on

the west boundary of Lot 19, Block 4, Plan 1332 (Vancouver) LTO, distant 913.3 feet south of the north-west corner of said Lot 19;

thence east on the aforescribed straight line, being the north boundary of Vancouver Harbour at Seymour Creek, to a point on the westerly boundary of Parcel Q, Reference Plan 2660 (Vancouver) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel Q to the north-easterly corner thereof, being a point on the natural HWM of Block 4, Plan 1332 (Vancouver) LTO;

thence easterly on the natural HWM to the north-westerly corner of Parcel P, Reference Plan 2660 (Vancouver) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel P to the north-easterly corner thereof, being the south-westerly corner of Lot 21, Block 3, Plan 1332 (Vancouver) LTO;

thence northerly on the easterly boundary of said Lot 21 to a point on the easterly boundary thereof, being the south-westerly corner of Road shown dedicated on Plan LMP18809 (Lower Mainland) LTO;

thence easterly on the southerly boundary of said road to a point on the westerly boundary of Lot B, Plan LMP18809 (Lower Mainland) LTO;

thence southerly and easterly on the westerly and most southerly boundaries of said Lot B to the most easterly south-east corner thereof, being a point on the westerly boundary of Lot 5, Plan 17801 (Vancouver) LTO;

thence southerly and easterly on the westerly and southerly boundaries of said Lot 5 to the south-east corner thereof, being a point on the natural HWM of Block 8, Plan 2353 (Vancouver) LTO;

thence easterly on the natural HWM of said Block 8 to the north-west corner of Parcel L, Reference Plan 2659 (Vancouver) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel L to the north-east corner thereof, being a point on the natural HWM of Block 7, Plan 2353 (Vancouver) LTO;

thence easterly on the natural HWM of said Block 7 to the north-west corner of Parcel K, Reference Plan 2659 (Vancouver) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel K to the north-easterly corner thereof, being the south-west corner of Parcel Y, Plan 11996 (Vancouver) LTO;

thence easterly and northerly on the southerly and easterly boundaries of said Parcel Y to a point on the easterly boundary of said Parcel Y, being the north-west corner of Lot 5, Plan 8885 (Vancouver) LTO;

thence easterly, northerly, easterly and southerly on the northerly and easterly boundaries of said Lot 5 to the most easterly south-east corner thereof, being the north-west corner of Parcel I, Reference Plan 2659 (Vancouver) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel I to the north-east corner thereof, being the

south-westerly corner of Lot 12, Block 4, Plan 1532 (Vancouver) LTO;

thence northerly on the westerly boundary of said Lot 12 to the southerly boundary of the Dollarton Highway as shown on Reference Plan 2383 (Vancouver) LTO;

thence easterly on the said southerly boundary of Dollarton Highway to a point on the easterly boundary of Lot 4, Block 4, Plan 1532 (Vancouver) LTO;

thence southerly on the easterly boundary of said Lot 4 to the south-east corner thereof, being a point on the natural HWM of Block 4, Plan 1532 (Vancouver) LTO;

thence easterly on the natural HWM to the south-east corner of said Block 4, being the north-west corner of Parcel H, Reference Plan 2659 (Vancouver) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel H to the north-east corner thereof, being the south-west corner of Block 3, Plan 1532 (Vancouver) LTO;

thence easterly on the natural HWM to the south-east corner of said Block 3, being the north-west corner of Parcel G, Reference Plan 2659 (Vancouver) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel G to the north-east corner thereof, being the south-west corner of Block 2, Plan 1532 (Vancouver) LTO;

thence easterly on the natural HWM to the south-east corner of said Block 2, being the north-west corner of Parcel F, Reference Plan 2659 (Vancouver) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel F to the north-east corner thereof, being the south-west corner of Block 1, Plan 1532 (Vancouver) LTO;

thence easterly on the natural HWM to the south-east corner of said Block 1, being the north-west corner of Parcel E, Reference Plan 2659 (Vancouver) LTO;

thence southerly, easterly and northerly on the westerly, southerly and easterly boundaries of said Parcel E to the north-east corner thereof, being a point on the west boundary of Burrard Inlet IR #3, CLSR Plan BC231;

thence easterly on the OHWM of record January 1990, CLSR Plan 74019 and continuing easterly on the OHWM of CLSR Plan BC231 and CLSR Plan 75076 to the south-east corner of said Burrard Inlet IR #3, being the south-west corner of District Lot 230;

thence easterly and northerly on the natural HWM of said District Lot 230 to the north-easterly corner thereof, being the south-east corner of District Lot 471;

thence northerly on the natural HWM of said District Lot 471 to the south-west corner of Parcel G, Reference Plan 2810 (Vancouver) LTO;

thence easterly and northerly on the southerly and easterly boundaries of said Parcel G and continuing northerly on the easterly boundaries of Parcels F and E and continuing westerly on the northerly boundary of said Parcel E all of said Reference Plan 2810 to the north-west corner of said Parcel E, being a point on the natural HWM of District Lot 471;

thence northerly on the natural HWM of District Lot 471 the north-east corner of Lot 160, Plan 7316 (Vancouver) LTO, being a point on the southerly boundary of a Road shown dedicated on Plan 4817 (Vancouver) LTO;

thence easterly on the southerly boundary of the said Road to the north-west corner of Lot 162, Plan 7316 (Vancouver) LTO;

thence easterly and northerly on the natural HWM of District Lot 471 to the north-east corner thereof, being the most southerly south-east corner of District Lot 543;

thence north-easterly on the natural HWM of District Lot 543 to the most easterly south-east corner of District Lot 543, being the south-west corner of District Lot 575;

thence easterly, northerly and westerly on the natural HWM of District Lot 575 to the north-west corner thereof, being the most easterly north-east corner of District Lot 543;

thence westerly on the natural HWM of District Lot 543 to the most easterly south-east corner of District Lot 626;

thence northerly, easterly and north-easterly on the natural HWM of District Lot 626 to the north-east corner thereof, being the south-east corner of District Lot 2048;

thence continuing in a generally northerly direction along the westerly shore of Indian Arm on the natural HWM of District Lots 2048, 1407, 950, 1417, 1009, 2130, 2171, 812, 871, 1352, 1351, 873, 1404, 872, 1378, 870, 619, 824, 1027, 1436 and 820 to a point on the natural HWM of District Lot 820 at the mouth of the Indian (Mesliloet) River, said point being the westerly limit of a straight line described as the north boundary of Vancouver Harbour on a plan signed by D. J. McGugan, B.C.L.S. and C.L.S. dated September 24, 1936, filed in the Land Records Branch, Ministry of Environment, Lands and Parks, Victoria, B.C. and numbered Plan 9, Tube 77;

thence easterly on the said straight line to a point on the easterly natural HWM of the Indian (Mesliloet) River, being a point on the westerly boundary of Parcel A (mainland portion), Inlailawatash IR #4 as shown on Plan with fee deposited 75035E (New Westminster) LTO;

thence southerly on the natural HWM of said Parcel A to the most northerly corner of Parcel C as shown on Plan with fee deposited 93218E (New Westminster) LTO;

thence south-westerly, southerly, easterly and north-easterly on the westerly and southerly boundaries of said Parcel C to a point on the westerly natural HWM of Parcel B (Island portion) as shown on Plan with fee deposited 75035E (New Westminster) LTO;

thence south-easterly and north-easterly on the natural HWM of said Parcel B to a point on the southerly boundary of aforesaid Parcel C;

thence easterly on the southerly boundary of said Parcel C to the most easterly south-east corner thereof, being a point on the natural HWM of Section 10, Township 6, Range 7, West 7 Meridian; thence in a generally southerly direction along the easterly shore of Indian Arm on the natural HWM of Sections 10, 3 and 2, Township 6, Range 7, West 7 Meridian to the south-west corner of said Section 2, being the north-west corner of District Lot 3152;

thence continuing southerly following the natural HWM of District Lots 3152, 7055 and 7009 to the south-west corner of District Lot 7009, being a point on the natural HWM of Section 35, Township 5, Range 7, West 7 Meridian; thence southerly on the natural HWM of said Section 35 to the north-west corner of Block A of District Lots 6788 and 7794;

thence southerly on the natural HWM of said Block A to the south-west corner thereof, being a point on the natural HWM of Section 35, Township 5, Range 7, West 7 Meridian;

thence southerly on the natural HWM of said Section 35 to the north-west corner of District Lot 7026;

thence southerly on the natural HWM of District Lots 7026, 6981, 7019, 6921, 7058, 7059, 4217 and 7060 to the south-west corner of District Lot 7060, being a point on the natural HWM of Section 35, Township 5, Range 7, West 7 Meridian;

thence southerly on the natural HWM of Sections 35 and 26, Township 5, Range 7, West 7 Meridian to the north-west corner of District Lot 7065;

thence southerly on the natural HWM of District Lots 7065, 7007 and 7054 to the south-west corner of District Lot 7054, being a point on the natural HWM of Section 26, Township 5, Range 7, West 7 Meridian;

thence southerly on the natural HWM of said Section 26 to the most northerly corner of District Lot 7063;

thence southerly on the natural HWM of District Lots 7063, 7006, 6955, 6984 and 487 to the south-west corner of District Lot 487, being a point on the natural HWM of Section 22, Township 5, Range 7, West 7 Meridian;

thence south-westerly on the natural HWM of said Section 22 to the north-easterly corner of District Lot 3150;

thence south-westerly on the natural HWM of District Lot 3150 to the north-west corner thereof, being a point on the natural HWM of aforesaid Section 22;

thence south-westerly on the natural HWM of said Section 22 to the most northerly corner of District Lot 7008;

thence south-westerly on the natural HWM of District Lot 7008 to the south-west corner thereof, being a point on the natural HWM of aforesaid Section 22;

thence south-westerly on the natural HWM of said Section 22 to the north-east corner of District Lot 6858;

thence westerly on the natural HWM of District Lot 6858 to the north-west corner thereof, being a point on the natural HWM of aforesaid Section 22;

thence southerly on the natural HWM of Sections 22, 15, 10 and 3, Township 5, Range 7, West 7 Meridian to the north-west corner of District Lot 2485;

thence southerly on the natural HWM of District Lot 2485 to the south-west corner thereof, being a point on the natural HWM of Section 3, Township 5, Range 7, West 7 Meridian;

thence southerly on the natural HWM of Sections 3 and 4 to the south-west corner of Section 4, Township 5, Range 7, West 7 Meridian; and continuing southerly on the natural HWM of Section 33, Township 4, Range 7, West 7 Meridian to the south-west corner thereof, being the north-west corner of Section 31, Township 39, West of the Coast Meridian;

thence southerly on the natural HWM of said Section 31, and continuing southerly on the natural HWM of Sections 36 and 25, Fractional Township West of Township 39, West of the Coast Meridian to the most northerly corner of District Lot 6245;

thence southerly on the natural HWM of District Lots 6245 and 7637 to the south-west corner of District Lot 7637, being a point on the natural HWM of Section 25, Fractional Township West of Township 39, West of the Coast Meridian;

thence south-westerly along the easterly shore of Bedwell Bay on the natural HWM of Sections 25, 24 and 23, Fractional Township West of Township 39, West of the Coast Meridian to the most easterly south-east corner of District Lot 229;

thence northerly along the westerly shore of Bedwell Bay on the natural HWM of District Lot 229 to the north-east corner thereof, being a point on the natural HWM of Section 23, Fractional Township West of Township 39, West of the Coast Meridian on the westerly shore of Bedwell Bay;

thence generally northerly, westerly and southerly on the natural HWM of Sections 23 and 26, Fractional Township West of Township 39, West of the Coast Meridian to the south-west corner of said Section 23 on the easterly shore of Indian Arm, being the north-west corner of District Lot 229;

thence generally southerly on the westerly natural boundary of District Lot 229 to the most southerly south-west corner thereof, being a point on the natural HWM of Section 23, Fractional Township West of Township 39, West of the Coast Meridian on the easterly shore of Indian Arm;

thence southerly on the natural HWM of Sections 23 and 14, Fractional Township West of Township 39, West of the Coast Meridian to the north-west corner of the Government Reserve as shown on the official Plan of the south-east quarter of Fractional Township West of Township 39, West of the Coast Meridian dated March 1, 1910;

thence south-easterly on the natural HWM of said Government Reserve to the south-east corner thereof, being the south-west corner of District Lot 221;

thence in a generally easterly direction along the northerly shore of Burrard Inlet on the natural HWM of District Lots 221, 225, 219 and 256 to the south-east corner of District Lot 256, being the south-west corner of the Government Reserve lying between District Lots 226 and 256, Group 1, Township 39, West of the Coast Meridian;

thence easterly on the natural HWM of said Government Reserve to the south-east corner of Lot 4, Plan 15859 (New Westminster) LTO, being the north-west corner of Parcel A, Reference Plan LMP17709 (Lower Mainland) LTO;

thence south-westerly, south-easterly and northerly on the north-westerly, south-westerly and easterly boundaries of said Parcel A to the north-east corner thereof, being a point on the natural HWM of aforesaid Government Reserve;

thence south-easterly on the natural HWM of said Government Reserve to the south-east corner thereof, being the south-west corner of District Lot 226;

thence south-easterly on the natural HWM of District Lots 226, 227, 350 and 349 to the most southerly south-west corner of District Lot 349, being the north-west corner of District Lot 191 and the most northerly north-west corner of Block A, Plan 16018 (New Westminster) LTO;

thence southerly and westerly on the natural HWM of said Block A to the most westerly north-west corner thereof, being the north-east corner of Parcel A, Reference Plan 55526 (New Westminster) LTO;

thence south-westerly on the natural HWM of said Parcel A and continuing south-westerly on the natural HWM of Lot 1, Plan 6245 (New Westminster) LTO to the north-west corner of said Lot 1, being the north-east corner of District Lot 201;

thence south-westerly on the natural HWM of District Lot 201 to the most southerly south-east corner of Lot 5, Plan 4331 (New Westminster) LTO;

thence northerly on the east boundary of said Lot 5 and the east boundary of Esplanade Street shown dedicated on Plan 4331 (New Westminster) LTO to the most northerly north-east corner of said Lot 5;

thence westerly and southerly on the north and west boundaries of said Lot 5 to the south-west corner thereof, being a point on the natural HWM of District Lot 201;

thence westerly on the natural HWM of District Lot 201 to the south-east corner of Lot 4 of said Plan 4331;

thence northerly and westerly on the east and north boundaries of said Lot 4 and continuing westerly on the north boundaries of Lot 3, Plan 4331 (New Westminster) LTO, Lot 1, Plan LMP33216 (Lower Mainland) LTO, Lot 2, Plan 4331 (New Westminster) LTO, Lot 1, Plan LMP33217 (Lower Mainland) LTO, and Lot 1, Plan 4331 (New Westminster) LTO to the most northerly north-west corner of Lot 1 of said Plan 4331;

thence southerly on the west boundary of said Lot 1 and the west boundary of Murray Street shown dedicated on Plan 4331 (New Westminster) LTO to the most southerly south-west corner of said Lot 1, being a point on the natural HWM of District Lot 201;

thence north-westerly on the natural HWM of District Lot 201 to the north-west corner thereof, being the north-east corner of District Lot 202;

thence north-westerly on the natural HWM of District Lot 202 to a point on the natural HWM of District Lot 202, being the most northerly north-east corner of Lot A, Plan 6435 (New Westminster) LTO;



thence north-westerly on the natural HWM of said Lot A to the most easterly north-west corner thereof, being the north-east corner of District Lot 202 and a point on the southerly boundary of Parcel D, Reference Plan LMP52604 (Lower Mainland) LTO;

thence easterly and northerly on the southerly and easterly boundaries of said Parcel D to the most northerly corner thereof, being a point on the easterly boundary of District Lot 203 and the most southerly point on Statutory Right of Way Plan LMP53589 (Lower Mainland) LTO;

thence northerly on the westerly boundary of said Statutory Right of Way Plan to a point on the easterly boundary of District Lot 203, being the most southerly south-east corner of Parcel C, Reference Plan LMP52604 (Lower Mainland) LTO;

thence north-westerly on the north-easterly boundary of said parcel C to the most northerly north-west corner thereof, being a point on the north-easterly boundary of District Lot 203 and a point on Statutory Right of Way Plan LMP53589 (Lower Mainland) LTO;

thence north-westerly on the south-westerly boundary of said Statutory Right of Way Plan to a point on the north-easterly boundary of District Lot 203, being the most southerly south-east corner of Parcel B, Reference Plan LMP52604 (Lower Mainland) LTO;

thence north-westerly on the north-easterly boundary of said Parcel B to the most northerly north-west corner thereof, being a point on the northerly boundary of District Lot 203 and a point on Statutory Right of Way Plan LMP53589 (Lower Mainland) LTO;

thence westerly on the southerly boundary of said Statutory Right of Way Plan to the most westerly corner thereof, being a point on the northerly boundary of District Lot 203 and the most easterly north-east corner of Parcel A, Reference Plan LMP52604 (Lower Mainland) LTO;

thence westerly and southerly on the northerly and westerly boundaries of said Parcel A to the most westerly south-west corner thereof;

thence westerly on the natural HWM of District Lot 268 to a point on the easterly boundary of Parcel J, Plan 55408 (New Westminster) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Parcel J to a point on the natural HWM of District Lot 268;

thence westerly on the natural HWM of District Lot 268 to a point on the easterly boundary of Parcel I, Plan 55408 (New Westminster) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Parcel I to a point on the natural HWM of District Lot 268;

thence westerly on the natural HWM of District Lot 268 to the north-west corner thereof, being the north-east corner of District Lot 26;

thence westerly on the natural HWM of District Lot 26 to a point on the easterly boundary of Parcel H, Plan 55408 (New Westminster) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Parcel H to a point on the natural HWM of District Lot 26;

thence westerly on the natural HWM of District Lot 26 to a point on the easterly boundary of Parcel G, Plan 55408 (New Westminster) LTO;

thence northerly, westerly and southerly on the easterly northerly and westerly boundaries of said Parcel G to a point on the natural HWM of District Lot 26;

thence westerly on the natural HWM of District Lot 26 to a point on the easterly boundary of Parcel F, Plan 55408 (New Westminster) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Parcel F to a point on the natural HWM of District Lot 26;

thence westerly on the natural HWM of District Lot 26 to a point on the easterly boundary of Parcel E, Plan 55408 (New Westminster) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Parcel E to the south-west corner thereof, being a point on the natural HWM of Lot Y, Plan 23362 (New Westminster) LTO;

thence westerly on the natural HWM of said Lot Y to the south-east corner of Parcel D, Plan 55408 (New Westminster) LTO;

thence northerly, westerly and southerly on the easterly, northerly, and westerly boundaries of said Parcel D to the south-west corner thereof, being a point on the natural HWM of aforesaid Lot Y;

thence westerly on the natural HWM of said Parcel Y to the south-easterly corner of Parcel C, Plan 55408 (New Westminster) LTO;

thence northerly and westerly on the easterly and northerly boundaries of said Parcel C to the north-west corner thereof and continuing westerly on the natural HWM of Lot W, Plan 23362 (New Westminster) LTO and continuing westerly and southerly on the natural HWM and westerly boundary of Parcel B, Plan 55408 (New Westminster) LTO to the south-west corner thereof, being a point on the natural HWM of Lot F, Plan 5394 (New Westminster) LTO;

thence westerly on the natural HWM of said Lot F to the south-east corner of Parcel A, Plan 55408 (New Westminster) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Parcel A to the south-west corner thereof, being a point on the natural HWM of District Lot 31;

thence westerly on the natural HWM of District Lot 31 to the north-east corner of District Lot 114, being a point on the east boundary of Parcel A, Plan 55410 (New Westminster) LTO;

thence northerly on the easterly boundary of said Parcel A and continuing northerly and westerly on the easterly and northerly boundaries of Lot 3562 as shown on Sketch 25359E (New Westminster) LTO to the most easterly corner of Lot 3, Plan 3066 (New Westminster) LTO;

thence westerly on the natural HWM of said Lot 3 to the most westerly corner thereof, being a point on the northerly boundary of aforesaid Lot 3562;

thence westerly and southerly on the northerly and westerly boundaries of said Lot 3562 to the north-east corner of Lot 3561 as shown on Sketch 25359E (New Westminster) LTO;

thence westerly on the northerly boundary of said Lot 3561 to the north-west corner thereof, being the most easterly corner of Lot 6, Plan 3080 (New Westminster) LTO;

thence northwesterly on the natural HWM of said Lot 6 and continuing northwesterly and westerly on the natural HWM of Lot 4, Plan 3080 (New Westminster) LTO to the north-west corner thereof, being a point on the easterly boundary of Block C, Plan 17073 (New Westminster) LTO;

thence northerly and south-westerly on the easterly and north-westerly boundaries of said Block C to the most northerly north-west corner thereof, being a point on the easterly boundary of Lot D, Plan 6258 (New Westminster) LTO;

thence northerly and westerly on the easterly and northerly boundaries of said Lot D and continuing westerly on the northerly boundaries of Lots C and B of said Plan 6258 and continuing westerly and southerly on the northerly and westerly boundaries of Lot A of said Plan 6258 to the south-west corner of said Lot A, being the north-easterly corner of Lot 6, Plan 3081 (New Westminster) LTO;

thence westerly on the natural HWM of said Lot 6 and continuing westerly on the natural HWM of Lot 5, Plan 3081 (New Westminster) LTO to the north-west corner of said Lot 5 and continuing westerly on the natural HWM of District Lot 214 to the north-west corner thereof, being the north-east corner of District Lot 215;

thence westerly on the natural HWM of District Lot 215 to the north-east corner of Lot 4, Plan 3082 (New Westminster) LTO;

thence westerly on the natural HWM of said Lot 4 and continuing westerly on the natural HWM of Lot 5, Plan 3082 (New Westminster) LTO to the most westerly corner thereof;

thence westerly on the northerly boundary of certain tidal lands fronting District Lot 215 in Certificate of Title AFB 21/242/4361F (New Westminster) LTO, said northerly boundary being the northerly boundary of a parcel identified as "A" on Plan 55411 (New Westminster) LTO to the north-west corner of said "A," being a point on the northerly prolongation of the east boundary of District Lot 216;

thence northerly on the said northerly prolongation of the east boundary of District Lot 216 to the north-east corner of certain tidal lands fronting District Lot 216 in aforesaid Certificate of Title AFB 21/242/4361F (New Westminster) LTO;

thence westerly on the northerly boundary of said tidal lands fronting District Lot 216 to the most easterly corner of Lot 3, Plan 3083 (New Westminster) LTO and continuing westerly on the natural HWM of said Lot 3 to the north-west corner thereof, being a point on the easterly boundary of Parcel C, Plan 55409 (New Westminster) LTO;

thence northerly and westerly on the easterly and northerly boundaries of said Parcel C to the most easterly south-east corner of Lot 3560 as shown on Sketch 25359E (New Westminster) LTO;

thence north-westerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Lot 3560 to the south-west corner thereof, being the most easterly north-east corner of Parcel B, Plan 55409 (New Westminster) LTO;

thence westerly on the northerly boundary of said Parcel B and on the natural HWM of District Lot 218 where the natural HWM lies to the north of the northerly boundary of said Parcel B to the north-west corner of said Parcel B, being the most easterly north-east corner of Parcel A, Plan 55409 (New Westminster) LTO;

thence westerly on the northerly boundary of said Parcel A to the most westerly north-west corner thereof, being the most easterly north-east corner of Parcel C, Plan 55412 (New Westminster) LTO;

thence westerly on the northerly boundary of said Parcel C and continuing westerly on the northerly boundary of Parcel B, Plan 55412 (New Westminster) LTO and continuing westerly and southerly on the northerly and westerly boundary of Parcel A, Plan 55412 (New Westminster) LTO to the north-west corner of District Lot 186, being a point on the natural HWM of Town of Hastings as shown on Plan 100 (Vancouver) LTO;

thence westerly on the said natural HWM to a point on the easterly boundary of Lot R, Plan 16178 (Vancouver) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Lot R to the natural HWM of Town of Hastings as shown on Plan 100 (Vancouver) LTO;

thence south-westerly on the said natural HWM to a point on the north boundary of Lot Q, Plan 16178 (Vancouver) LTO;

thence westerly and south-westerly on the northerly and north-westerly boundaries of said Lot Q to the south-west corner thereof;

thence south-westerly on the natural HWM of Town of Hastings as shown on Plan 100 (Vancouver) LTO to a point on the north boundary of Lot 458, Plan 100 (Vancouver) LTO, being a point on the northerly boundary of Lot Y, Plan 19378 (Vancouver) LTO;

thence westerly, northerly, westerly, southerly, north-westerly, north-easterly and westerly on the northern boundaries of said Lot Y to the most westerly north-west corner thereof, being the most easterly south-east corner of Lot 3, Plan 21509 (Vancouver) LTO;

thence northerly and westerly on the easterly and northerly boundaries of said Lot 3 and continuing westerly, southerly and westerly on the northerly and westerly boundaries of Lot 4, Plan 21509 (Vancouver) LTO to the most westerly south-west corner of said Lot 4, being a point on the northerly boundary of Lot F, Plan 16178 (Vancouver) LTO;

thence westerly and southerly on the northerly and westerly boundaries of said Lot F to the natural HWM of Town of Hastings as shown on Plan 100 (Vancouver) LTO;

thence westerly on the said natural HWM to a point on the easterly boundary of Lot E, Plan 16178 (Vancouver) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Lot E to the aforesaid natural HWM;

thence westerly on the said natural HWM to a point on the easterly boundary of Lot D, Plan 16178 (Vancouver) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Lot D to the aforesaid natural HWM;

thence westerly on the said natural HWM to a point on the easterly boundary of Lot C, Plan 16178 (Vancouver) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Lot C to the aforesaid natural HWM;

thence westerly on the said natural HWM to a point on the easterly boundary of Lot B, Plan 16178 (Vancouver) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Lot B to the aforesaid natural HWM;

thence westerly on the said natural HWM to a point on the easterly boundary of Lot A, Plan 16178 (Vancouver) LTO;

thence northerly, westerly and southerly on the easterly, northerly and westerly boundaries of said Lot A to the aforesaid natural HWM;

thence westerly on the said natural HWM to a point on the easterly boundary of Lot 5, Plan 16141 (Vancouver) LTO;

thence northerly, south-westerly and south-easterly on the easterly, north-westerly and south-westerly boundaries of said Lot 5 to the natural HWM of District Lot 184 as shown on Plan 178 (Vancouver) LTO;

thence south-westerly on the said natural HWM to a point on the north-easterly boundary of Lot 4, Plan 16141 (Vancouver) LTO;

thence north-westerly, south-westerly and south-easterly on the north-easterly, north-westerly and south-westerly boundaries of said Lot 4 to the aforesaid natural HWM;

thence south-westerly on the said natural HWM to a point on the north-easterly boundary of Lot 3, Plan 16141 (Vancouver) LTO;

thence north-westerly and south-westerly on the north-easterly and north-westerly boundaries of said Lot 3 to a point on the said north-westerly boundary, being the most easterly north-east corner of Lot M, Plan LMP 35860 (Lower Mainland) LTO;

thence in a generally south-west direction on the southerly boundary of said Lot M to the southerly south-west corner thereof;

thence northerly, easterly and north-easterly on the westerly, northerly and

north-westerly boundaries of Lot M, Plan LMP35860 (Lower Mainland) LTO to a point on the aforesaid north-westerly boundary, being the southerly southeast corner of Parcel N, Plan LMP35865 (Lower Mainland) LTO;

thence north-easterly, north-westerly, northerly, westerly and southerly on the south-easterly, north-easterly, easterly, northerly and westerly boundaries of Parcel N, Plan LMP35865 (Lower Mainland) LTO to the south-west corner thereof, being the south-east corner of Lot 4, Block 17, Plan 178 (Vancouver) LTO;

thence westerly and northerly on the southerly and westerly boundaries of said Lot 4 and continuing northerly on the westerly boundaries of Lots 3, 2 and 1, Block 17, Plan 178 (Vancouver) LTO to the north-west corner of said Lot 1, being a point on the natural HWM of District Lot 184 as shown on Plan 178 (Vancouver) LTO;

thence westerly on the said natural HWM to the north-west corner of District Lot 184, being the north-east corner of District Lot 183;

thence westerly on the natural HWM of District Lot 183 to the north-east corner of Lot 3, Block 1, Plan 5155 (Vancouver) LTO;

thence southerly on the easterly boundary of said Lot 3 and continuing southerly on the easterly boundary of Lot 4, Block 1, Plan 5155 (Vancouver) LTO to the south-east corner thereof, being the most easterly north-east corner of Lot L, Plan LMP35862 (Lower Mainland) LTO;

thence southerly on the easterly boundary of said Lot L to the most easterly south-east corner thereof;

thence westerly on the southerly boundary of said Lot L to a corner on the southerly boundary thereof, being the north-east corner of an 80.9 square metres parcel defined by Statutory Right of Way Plan BCP18581 (Lower Mainland) LTO;

thence westerly on the northerly boundary of said 80.9 square metres parcel to the north-west corner thereof, being a corner on the southerly boundary of Lot L, Plan LMP35862 (Lower Mainland) LTO;

thence westerly on the southerly boundary of said Lot L to the most westerly south-west corner thereof, being a point on the northerly boundary of Lot 1, Plan 16141 (Vancouver) LTO;

thence westerly on the northerly boundary of said Lot 1 to the north-west corner thereof, being the south-east corner of Lot A, Plan 1516 (Vancouver) LTO;

thence westerly on the southerly boundary of said Lot A to the south-west corner thereof, being the most southerly south-east corner of Parcel 1, Plan BCP9496 (Lower Mainland) LTO;

thence westerly on the southerly boundary of said Parcel 1 to a point on said boundary being the north-east corner of Parcel V, Plan BCP29056 (Lower Mainland) LTO;

thence south-westerly and northerly on the south-easterly and westerly boundaries of said Parcel V to the north-west corner thereof, being the most southerly south-west corner of Parcel 1, Plan BCP9496 (Lower Mainland)

LTO;

thence northerly on the most westerly west boundary of said Parcel 1 and continuing northerly on the westerly boundary of Lot 1, Plan 11111 (Vancouver) LTO to the north-west corner thereof, being the south-east corner of the East 66 feet of Lot D shown coloured red on sketch in Absolute Fees Parcel Book Volume 12, Folio 897 (Vancouver) LTO;

thence northerly and westerly on the easterly and northerly boundaries of said East 66 feet of Lot D and continuing westerly and southerly on the northerly and westerly boundaries of Lot D as shown coloured red on Plan attached to 58265/ in Absolute Fees Parcel Book, Volume 12, Folio 895 (Vancouver) LTO and continuing westerly on the northerly boundary of Lot C of said Plan attached to 58256/ and continuing northerly and westerly on the easterly and northerly boundaries of Lot B of said Plan attached to 58256/ and continuing westerly and southerly on the northerly and westerly boundaries of Lot A of said Plan attached to 58256/ to the south-west corner thereof, being the north-east corner of Parcel C, Reference Plan 1307 (Vancouver) LTO;

thence southerly on the easterly boundary of said Parcel C to the south-east corner thereof, being a point on the northerly boundary of Parcel A, Plan BCP13674 (Lower Mainland) LTO;

thence easterly, southerly, westerly, north-westerly and easterly on the northerly, easterly, southerly and south-westerly boundaries of said Parcel A to a point on the northerly boundary thereof, being the southerly south-west corner of Parcel B, Reference Plan 1307 (Vancouver) LTO;

thence north-westerly on the south-westerly boundary of said Parcel B, to a point on the said boundary, being the most southerly corner of Parcel 1, Reference Plan 3040 (Vancouver) LTO;

thence north-westerly and north-easterly on the south-westerly and north-westerly boundaries of said Parcel 1 to the most northerly corner thereof, being a point on the north-easterly boundary of Parcel K, Reference Plan 3031 (Vancouver) LTO;

thence north-westerly and northerly on the north-easterly and easterly boundaries of said Parcel K to the most north-easterly corner thereof, being the south-east corner of Parcel D-1, Reference Plan 2148 (Vancouver) LTO;

thence northerly on the easterly boundary of said Parcel D-1 to the north-east corner thereof, being a point on the Harbour Headline as established in 1920;

thence westerly on the said Harbour Headline to the north-west corner of aforesaid Parcel D-1 and continuing southerly on the westerly boundary of said Parcel D-1 to the south-west corner thereof, being the north-east corner of Parcel V, Reference Plan 2393 (Vancouver) LTO;

thence southerly and westerly on the easterly and southerly boundaries of said Parcel V and continuing westerly on the northerly boundary of Parcel W, Explanatory Plan 3233 (Vancouver) LTO to the most westerly corner thereof, being a point on the northerly boundary of Lot A, Plan 19584 (Vancouver) LTO;

thence in a generally westerly direction on the northerly boundary of said Lot A to the north-west corner thereof, being the north-easterly corner of Lot D, Plan LMP32166 (Lower Mainland) LTO;

thence south-westerly on the north-westerly boundary of said Lot D to the north-west corner thereof, being the north-east corner of Lot 1, Plan 21506 (Vancouver) LTO;

thence westerly on the northerly boundary of said Lot 1 to the north-west corner thereof, being the most easterly north-east corner of Lot 7, Plan 13607 (Vancouver) LTO;

thence westerly, northerly and westerly on the northerly boundary of said Lot 7 to the most northerly north-west corner thereof, being the north-east corner of Lot 11, Plan 20247 (Vancouver) LTO;

thence westerly on the northerly boundary of said Lot 11 to the south-east corner of Lot 13 of said Plan 20247;

thence north-easterly, westerly and south-westerly on the south-easterly, northerly and north-westerly boundaries of said Lot 13 to the south-west corner thereof, being a point on the northerly boundary of aforesaid Lot 11, Plan 20247 (Vancouver) LTO;

thence westerly on the northerly boundary of said Lot 11 to the north-west corner thereof, being the north-east corner of Lot 12, Plan 20247 (Vancouver) LTO;

thence westerly on the northerly boundary of said Lot 12 to a point distant 13.732 metres, being a corner on the easterly boundary of Lot 15, Plan 20247 (Vancouver) LTO;

thence north-easterly and westerly on the south-easterly and northerly boundaries of Lot 15 of said Plan 20247 to the most northerly north-west corner thereof, being the north-east corner of Lot 4, Reference Plan 10341 (Vancouver) LTO;

thence westerly on the northerly boundary of said Lot 4 and continuing westerly on the northerly boundary of Lot 3, Reference Plan 10341 (Vancouver) LTO and continuing north-westerly on the north-easterly boundaries of Lots 2 and 1, Reference Plan 10341 (Vancouver) LTO to the most northerly north-west corner of said Lot 1, being a point on the north-easterly boundary of Lot H, Plan 22258 (Vancouver) LTO;

thence north-westerly on the north-easterly boundary of said Lot H and continuing north-westerly and south-westerly on the north-easterly and north-westerly boundaries of Lot G, Plan 22258 (Vancouver) LTO, to a point on the north-westerly boundary of said Lot G, being the north-easterly corner of Lot 4, Plan LMP36517 (Lower Mainland) LTO;

thence north-westerly on the north-easterly boundary of said Lot 4 and continuing in a generally westerly direction on the northerly, easterly and south-westerly boundaries of Lots 3, 2 and 1, Plan LMP36517 (Lower Mainland) LTO to the most westerly south-west corner of said Lot 1, being the most northerly corner of Portion of Lot 13 outlined green on Reference Plan 10683 (Vancouver) LTO;

thence south-westerly on the north-westerly boundary of said Portion of Lot 13 to a point on the natural HWM of District Lot 185, being the north-easterly corner of Lot 14, Block 64, Plan 92 (Vancouver) LTO;

thence northerly and westerly on the said natural HWM to the south-westerly



corner of said Lot 14 and continuing southwesterly on the natural HWM of District Lot 185 as shown on Plan 92 (Vancouver) LTO to the north-easterly corner of Parcel A, Explanatory Plan 20640;

thence westerly on the natural HWM of said Parcel A to the northwesterly corner thereof and continuing north-westerly, northerly and easterly on the natural HWM of Coal Harbour as shown on the Plan annexed to a lease to the City of Vancouver dated the 31st of December, 1912, recorded in Lib. 216, Folio 47 and filed in the Department of the Secretary of State of Canada, Registrars Branch, Ottawa, as No. 20 in Plan Book 2 and certified by E. B. Hermon, Dominion Land Surveyor, dated February 3, 1911, to the most easterly, north-east corner shown thereon and continuing in a generally easterly direction following the northerly shore of Coal Harbour on the natural HWM thereof and continuing in a generally northerly, north-westerly and westerly direction on the natural HWM of Burrard Inlet to a point on the said natural HWM being the southerly limit of a straight line drawn south astronomically from the southwest corner of Capilano IR #5;

thence north on the aforescribed straight line, being the west boundary of Vancouver Harbour as established by Order-in-Council P.C. 941 dated June 7, 1924, to the point of commencement; save and except therefrom and thereout the following:

1stly, Deadmans Island being District Lot 1656;

2ndly, Boulder Island being District Lot 2050;

3rdly, Hamber Island being District Lot 4992;

4thly, unnamed island off the westerly shore of District Lot 229 being District Lot 6361;

5thly, Jug Island being District Lot 5788;

6thly, Racoon Island in Indian Arm;

7thly, North Twin Island in Indian Arm;

8thly, South Twin Island in Indian Arm;

9thly, Croker Island being District Lots 1655 and 2032;

10thly, Lone Rock Island being Lot 17, District Lot 950, Plan 1465 (Vancouver) LTO;

11thly, Grey Rock Islands being District Lot 177;

12thly, unnamed island off the south-westerly shore of Buntzen Bay in Indian Arm;

13thly, Lot A, Blocks 4 to 9, District Lot 204, Plan 17592 (Vancouver) LTO;

14thly, that part of Lot 620 outlined green on Explanatory Plan 2305, Town of Hastings, Plan 100 (Vancouver) LTO;

15thly, Lot 620 except part outlined in green on Explanatory Plan 2305,

Town of Hastings, Plan 100 (Vancouver) LTO;

16thly, that part of Lot 497 outlined in green on Explanatory Plan 2306, Town of Hastings, Plan 100 (Vancouver) LTO;

17thly, Lot 497, except part outlined in green on Explanatory Plan 2306, Town of Hastings, Plan 100 (Vancouver) LTO;

18thly, that part of the bed and foreshore of Burrard Inlet shown as Block D (Reference Plan 2347) lying in front of Lots 1 and 2, Block 1, District Lot 184, Plan 178 (Vancouver) LTO; and

19thly, that part of the bed and foreshore of Burrard Inlet shown as Lot C (Reference Plan 2344) lying in front of Lots 1 and 2, Block 1, District Lot 184, Plan 178 (Vancouver) LTO

and also save and except therefrom and thereout

(a) lands situated within the area described above registered in the name of a person other than the Authority, Vancouver Port Corporation, Canada Ports Corporation, the National Harbours Board, the Crown in right of Canada, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of the Dominion of Canada, His Majesty the King in right of Canada, His Majesty the King in right of the Dominion of Canada, or any other name used to designate Her Majesty; and

(b) federal real property situated within the area described above under the administration of a member of The Queen's Privy Council for Canada other than the Minister of Transport or any successor thereto, if that member has not given consent to the Minister in accordance with paragraph 44(2)(b) of the Act.

All bed and foreshore of the Fraser and Pitt Rivers, including all their various channels, together with all the islands therein, and including areas therein upon which fill has been placed, lying west, or downstream from a straight line, or production thereof, drawn south 48°46' west astronomically from the northerly shore to the southerly shore to the Fraser River from a point on the line of average high water mark near the junction of the easterly shore of Kanaka Creek with the northerly shore of the Fraser River in District Lot 275, Group 1, New Westminster District, to a point on the line of average high water in Lot C, Townsite of Langley, the said boundary line being as located and monumented and shown on the Plan of Survey dated September 1936 and filed at Transport Canada under No. BR-14514, and a straight line, or production thereof, drawn south 27°27'09" west astronomically from a point on the line of average high water on the northerly shore to a point on the line of average high water on the southerly shore of said River at the outlet of Pitt Lake, the said boundary line being as located and monumented and shown on the Plan of Survey dated September 1936 and filed at Transport Canada under No. BR-14515.

Thence, downstream, extending on either side of both Rivers to the line of the riparian boundaries of riparian properties, to a straight line drawn across the River from the northwest corner of District Lot 130, Group 2, New Westminster District, to the southerly southeast corner of Section 17, Block 4 North, Range 4 West, but excluding any bed and foreshore within the portion of the North Arm of the Fraser River west or north of the following described line:

commencing at the southeast corner of District Lot 172, Group 1, New Westminster District;

thence, due south astronomically to the centre line of the said North Arm;

thence, westerly following the centre line of the said North Arm to a point due north astronomically of the northwest corner of District Lot 758, Group 1, New Westminster District;

thence, due south astronomically to the northwest corner of the said District Lot 758;

and also excluding:

(a) lands situated within the area described above registered in the name of a person other than the Authority, Fraser River Harbour Commission, New Westminster Harbour Commissioners, the Crown in Right of Canada, Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of the Dominion of Canada, His Majesty the King in Right of Canada, His Majesty the King in Right of the Dominion of Canada, or any other name used to designate Her Majesty; and

(b) federal real property situated within the area described above under the administration of a member of the Queen's Privy Council for Canada other than the Minister of Transport or any successor thereto, if that member has not given consent to the Minister in accordance with paragraph 44(2)(b) of the Act.

All the foreshore and bed of the North Arm of the Fraser River more particularly described as follows:

commencing at the southeast corner of District Lot 172, Group 1, New Westminster District;

thence due south astronomically to the centre line of the North Arm of the Fraser River;

thence westerly following the sinuosities of the centre line of the North Arm of the Fraser River to a point due north astronomically of the northwest corner of District Lot 758, Group 1, New Westminster District;

thence due north astronomically in a straight line to intersection with the natural boundary of the upland title parcel on deposit in the Lower Mainland Title Office;

thence easterly following the natural boundary, as defined in the *Land Act*, R.S.B.C. 1996, c. 245, of the titled parcels in District Lot 173 and District Lot 172, wherever it may be from time to time, to the point of commencement

but excluding

(a) lands situated within the area described above registered in the name of a person other than the Crown in Right of Canada, Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of the Dominion of Canada, His Majesty the King in Right of Canada, His Majesty the King in Right of the Dominion of Canada, or any other name used to designate Her Majesty; and

(b) federal real property situated within the area described above under the administration of a member of the Queen's Privy Council for Canada other than the Minister of Transport or any successor thereto, where that member has not given consent to the Minister in accordance with paragraph 44(2)(b) of the Act.

2. The following lands, to the extent such lands are not otherwise described in paragraph 1 above:

PID NUMBER	DESCRIPTION
014-738-546	Block C District Lot 204 Plan 1340
014-738-554	Block D District Lot 204 Plan 1340
027-013-391	Parcel V, Blocks 2 and 3, District Lot 182, and of the public harbour of Burrard Inlet, Group 1, New Westminster District, Plan BCP29056
027-013-995	Parcel X, Blocks 2 and 3, District Lot 182, Group 1, New Westminster, Plan BCP29063
015-724-867	Lot 42 except that part of the Canadian Pacific Railway Right of Way as described in Absolute Fees Parcels Book Volume 8 Folio 444 No. 8799A; Block 1 District Lot 196 Plan 184
015-724-875	Lot 43 except that part of the Canadian Pacific Railway Right of Way as described in Absolute Fees Parcels Book Volume 8 Folio 444 No. 8799A; Block 1 District Lot 196 Plan 184
015-724-891	Lot 44 except that part of the Canadian Pacific Railway Right of Way as described in Absolute Fees Parcels Book Volume 8 Folio 444 No. 8799A; Block 1 District Lot 196 Plan 184
011-322-012	Lot 45 Block 1 District Lots 196 and 4281 Plan 4759
011-322-021	Lot 46 Block 1 District Lots 196 and 4281 Plan 4759
011-322-047	Lot 47 Block 1 District Lots 196 and 4281 Plan 4759
011-322-063	Lot 48 Block 1 District Lots 196 and 4281 Plan 4759
013-667-262	Lot 2 except part dedicated road on Plan LMP30928 District Lot 114 Group 1 New Westminster District Plan 3066
011-690-917	Lot A (Reference Plan 3033) of Lots 6 to 8 Block 178 District Lot 271 Plan 4295
011-690-925	Lot 9 except (A) part shown outlined in red on Reference Plan 2481 and (B) part in Reference Plan 2795 Block 178 District Lot 271 Plan 4295
011-690-933	Lot 10 except (A) part shown outlined in red on Reference Plan 2481 and (B) part in Reference Plan 2795 Block 178 District Lot 271 Plan 4295
011-690-941	Lot 11 except part shown outlined in red on Reference Plan 2481 Block 178 District Lot 271 Plan 4295
011-690-950	Lot 12 except part shown outlined in red on Reference Plan 2481 Block 178 District Lot 271 Plan 4295
011-690-968	Lot 13 except part shown outlined in red on Reference Plan 2481 Block 178 District Lot 271 Plan 4295
011-690-976	Lot 14 except part shown outlined in red on Reference Plan 2481 Block 178 District Lot 271 Plan 4295
011-690-984	Lot 15 except part shown outlined in red on Reference Plan 2481 Block 178 District Lot 271 Plan 4295
023-279-222	Lot A, except part in Plan BCP22579, Bed of the Strait of Georgia Group 2 New Westminster District Plan LMP25402
015-877-167	Block F except portions in Explanatory Plans 5114 and

	16799 Kitsilano IR #6 District Lot 3610
015-989-844	That part of Lot A (Reference Plan 2257) in National Harbour Board Right of Way shown in green on Reference Plan 3033 of Block 1 (Explanatory Plan 1897) of portion of bed and foreshore lying adjacent to Lots 1 to 17 Block 178 District Lot 271 Plan 4295 Group 1 New Westminster District
015-989-861	That part of Lot A (Reference Plan 2483) in National Harbour Board Right of Way shown in green on Reference Plan 3033 of Block 1 (Explanatory Plan 1897) of portion of bed and foreshore lying adjacent to Lots 1 to 17 Block 178 District Lot 271 Plan 4295 Group 1 New Westminster District
023-760-117	Lot B Block X District Lots 469 and 611 New Westminster District Plan LMP33157
026-630-036	Parcel B (Reference Plan BCP22580) of Parcel 1, Bed of the Strait of Georgia, Group 2, New Westminster District, Plan BCP22392
026-511-291	Parcel A, except part in Plan BCP22392, Bed of the Strait of Georgia, Group 2, New Westminster District, Plan BCP21115
026-630-010	Parcel E (Reference Plan BCP22580) of Parcel 1, Bed of the Strait of Georgia, Group 2, New Westminster District Plan BCP22392
026-629-861	Parcel C (Reference Plan BCP22580) of Parcel 1, Bed of the Strait of Georgia, Group 2, New Westminster District, Plan BCP22392
026-630-044	Parcel D (Reference Plan BCP22580) of Parcel 1, Bed of the Strait of Georgia, Group 2, New Westminster District, Plan BCP22392
026-673-428	Parcel L (Reference Plan BCP238550) of Parcel 1, Bed of the Strait of Georgia, Group 2, New Westminster District, dedicated road on Plan LMP32013
026-673-614	Parcel M, Bed of the Strait of Georgia, Group 2, New Westminster District, Plan BCP23856
026-673-720	Lot N, Bed of the Strait of Georgia, Group 2, New Westminster District, Plan BCP23856
026-630-745	Parcel A, except: Part in Parcel B (Plan BCP27391); Bed of the Strait of Georgia, Group 2, New Westminster District, Plan BCP22581

<b>INSTRUMENT</b>	<b>DESCRIPTION</b>
Provincial Order in Council 839 approved and ordered April 2, 1981	Lot 851, Group 2, New Westminster District, shown on the official plan of the Surveyor-General of the Province of British Columbia No. 8T1103, that is on deposit in the New Westminster Land Title Office

save and except the federal real property listed above under the administration of a member of the Queen's Privy Council for Canada other than the Minister of Transport or any successor thereto, if that member has not given consent to the Minister in accordance with paragraph 44(2)(b) of the Act.

<b>PID NUMBER</b>	<b>DESCRIPTION</b>
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000-725-234	Parcel "L", Reference Plan 6744, Sections 34 and 35, Block 5 North, Range 3 West, except: Firstly: Part on Crown Grant 136463E; Secondly: Parcel "M", Reference Plan 24820; New Westminster District
003-448-398	Lot 32, Section 11, Block 4 North, Range 5 West, New Westminster District, Plan 1433
003-682-927	Parcel "One" (Plan with fee deposited 24102E), Section 19, Block 4 North, Range 4 West, New Westminster District
005-389-968	Lot 119, District Lot 351, Group 1, New Westminster District, Plan 55663
005-389-976	Lot 120, District Lot 351, Group 1, New Westminster District, Plan 55663
005-390-036	Parcel "C" (Reference Plan 55655), Lot H, District Lot 312, Group 1, New Westminster District, Plan 907
005-390-061	Parcel "D" (Reference Plan 55656), Lot H, District Lot 312, Group 1, New Westminster District, Plan 907
005-392-012	Lot 114, District Lots 257, 312 and 351, Group 1, New Westminster District, Plan 55663
005-392-021	Lot 115, District Lots 257, 312 and 351, Group 1, New Westminster District, Plan 55663
005-392-039	Lot 116, District Lots 257, 312 and 351, Group 1, New Westminster District, Plan 55663
005-392-047	Lot 117, District Lots 257, 312 and 351, Group 1, New Westminster District, Plan 55663
005-392-055	Lot 118, District Lots 257, 312 and 351, Group 1, New Westminster District, Plan 55663
007-793-464	Lot 1, Sections 27 and 23, Block 4 North, Range 5 West, New Westminster District, Plan 74529
007-793-499	Lot 2, Section 23, Block 4 North, Range 5 West, New Westminster District, Plan 74529
007-793-553	Lot 3, Sections 13 and 14, Block 4 North, Range 5 West, New Westminster District, Plan 74529
007-793-596	Lot 4, Section 18, Block 4 North, Range 4 West, New Westminster District, Plan 74529
007-793-626	Lot 5, Section 13, Block 4 North, Range 5 West and Sections 18 and 19, Block 4 North, Range 4 West, New Westminster District, Plan 74529
007-793-685	Lot 7, Section 24, Block 4 North, Range 5 West, New Westminster District, Plan 74529
007-793-723	Lot 9, Sections 23 and 26, Block 4 North, Range 5 West, New Westminster District, Plan 74529
017-507-553	Parcel A (Plan with fee 323962E), Section 34, Block 5 North, Range 3 West, New Westminster District (Formerly part of the foreshore and bed of the Fraser River adjoining Parcel F (Reference Plan 1016)
023-512-539	Lot 3, Sections 34 and 35, Block 5 North, Range 3 West, New Westminster District, Plan LMP29318
001-365-959	Lot 491, District Lots 15, 16, 17, 18 and 25, Group 2, New Westminster District, Plan 69125
001-460-684	Lot 1, except: Part on Expropriation Plan 22258; District Lot 119, Group 2, New Westminster District, Plan 4205

002-222-281	Lot 4, Block 11, District Lots 7 and 8, Group 2, New Westminster District, Plan 546
002-349-914	Lot 4 of District Lot 3, Group 2, Plan 2620
002-781-603	Lot 5, Block 11 of District Lot 7, Group 2, New Westminster District, Plan 546
004-501-110	Lot 14, District Lots 9, 10 and 11, Group 2, New Westminster District, Plan 41612
004-501-314	Block "J", District Lots 7 and 8, Group 2, New Westminster District, Plan 11985
005-335-825	Parcel "A" (Reference Plan 55659) of the foreshore of the Fraser River Harbour adjoining portions of District Lots 251 and 312, Group 1 (Robson Island and Annacis Island), New Westminster District
006-126-031	Lot 1, except: Firstly: Lot "B", Plan 22258; Secondly: Part lying south of and adjacent to Lot "B", Plan 22258, District Lot 119, Group 2, New Westminster District, Plan 843
006-126-073	Lot 2, except: Firstly: Lot "B", Plan 22258; Secondly: Part lying south of and adjacent to Lot "B", Plan 22258, District Lot 119, Group 2, New Westminster District, Plan 843
006-126-111	Lot 1, District Lot 119, Group 2, New Westminster District, Plan 7566
006-173-527	Lot 15, District Lots 9, 10 and 11, Group 2, New Westminster District, Plan 41612
006-667-813	Lot 9, District Lot 119, Group 2, New Westminster District, Plan 31910
007-568-690	Parcel "J" (Reference Plan 5343), Section 7, Block 5 North, Range 2 West, New Westminster District
007-568-703	Parcel "K" (Reference Plan 5344), Section 7, Block 5 North, Range 2 West, New Westminster District
007-789-548	Parcel "B" (P106206E), Lot 4, except: Part on Plan 22258, District Lot 119, Group 2, New Westminster District, Plan 4205
007-793-651	Lot 6, Section 24, Block 4 North, Range 5 West, New Westminster District, Plan 74529
007-793-707	Lot 8, Section 24, Block 4 North, Range 5 West, New Westminster District, Plan 74529
008-042-349	Lot "B", except: Part on Plan 22258, District Lot 119, Group 2, New Westminster District, Plan 6892
009-382-241	Lot 2, District Lot 758, Group 1 and bed of the Fraser River, Plan 76266
009-382-224	Lot 1, District Lot 758, Group 1 and bed of the Fraser River, Plan 76266
009-523-197	Lot 1 of the bed of the Fraser River, New Westminster District, Plan 76570
009-585-249	Lot 5, District Lots 23 and 24, Group 2, New Westminster District, Plan 11763
009-650-521	Lot A, except: Firstly: Part subdivided by Plan 22258; Secondly: Part subdivided by Plan 51693; Thirdly: Part dedicated Road on Plan LMP24531, District Lot 119, Group 2, New Westminster District, Plan 12046

009-650-555	Lot B, except: Firstly: Part subdivided by Plan 22258; Secondly: Part subdivided by Plan 51693; Thirdly: Part dedicated Road on Plan LMP24531, District Lot 119, Group 2, New Westminster District, Plan 12046
009-650-679	Lot "D", District Lot 119, Group 2, New Westminster District, Plan 12046
010-061-312	Lot 1, District Lot 757, Group 1, Plan 15008
011-239-590	Lot A, except: Part on Expropriation Plan 22258, District Lot 119, Group 2, New Westminster District, Plan 6890
011-826-622	Parcel "H" (Reference Plan 5503), Lot 8, except: Firstly: Lot "B", Plan 22258; Secondly: Part subdivided by Plan 31910, District Lot 119, Group 2, New Westminster District, Plan 843
011-929-472	Lot 26, except: Firstly: Parcel "A" (Reference Plan 10807); Secondly: Part on Plan 22258, District Lot 133, Group 2, New Westminster District, Plan 852
012-843-385	District Lot 251, Group 1, except: Firstly: Parcel "A" (Reference Plan 22363); Secondly: Parcel "B" (Reference Plan 55661), New Westminster District
013-190-199	Parcel "J" (Plan with fee deposited 447467E), Sections 27, 28 and 33, Block 5 North, Range 3 West, except: Part on Reference Plan 65186, New Westminster District
013-190-270	Parcel "K" (Plan with fee deposited No. 464946E), Sections 27, 28 and 33, Block 5 North, Range 3 West, New Westminster District
013-706-721	Parcel "A" (Plan with fee deposited 478813E) of a portion of the foreshore and bed of Annacis Channel fronting a portion of Block 9 and Pembina Street in District Lot 757, Group 1, Plan 2620 of the City of New Westminster and a portion of District Lot 251, Group 1, New Westminster District
017-103-410	Parcel "A" (Reference Plan 1741), Section 7, Block 5 North, Range 2 West, New Westminster District, except: Parcel "One" (Reference Plan 30388)
018-212-701	Westerly 2 Acres of District Lot 12, Group 2 shown coloured red and green on Reference Plan 696, New Westminster District, except: Firstly: Victoria Vancouver Eastern Railway and Navigation Company's right of way; Secondly: Parcel D (Reference Plan 7140); Thirdly: Part subdivided by Plan LMP9871; Fourthly: Part subdivided by Plan LMP29318
023-160-063	Lot 1, District Lot 8, Group 2, New Westminster District, Plan LMP23985
023-160-071	Lot 2, District Lots 8 and 11, Group 2, New Westminster District, Plan LMP23985
023-160-080	Lot 3, District Lots 7 and 8, Group 2, New Westminster District, Plan LMP23985
023-171-588	Lot 1, District Lot 119, Group 2, New Westminster District, Plan LMP24531
023-512-512	Lot 1, District Lot 12 and 13, Group 2 and of the bed of the Fraser River, New Westminster District, Plan LMP29318
023-512-521	Lot 2, District Lot 14, Group 2 and of the bed of the Fraser River, New Westminster District, Plan LMP29318



023-512-547	Lot 4, Section 34, Block 5 North, Range 3 West, New Westminster District, Plan LMP29318
023-512-555	Lot 5, Sections 34 and 35, Block 5 North, Range 3 West, New Westminster District, Plan LMP29318
024-045-063	Lot D, District Lot 119, Group 2, New Westminster District, Plan LMP36384
024-664-863	Lot 5, District Lots 340 and 344, Group 1, New Westminster District, Plan LMP44516
009-382-224	Lot 1, District Lot 758, Group 1 and bed of the Fraser River, Plan 76266
009-382-241	Lot 2, District Lot 758, Group 1 and bed of the Fraser River, Plan 76266
002-329-999	Strata Lot 6, Block 13, New Westminster District, Strata Plan NW2125 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form 1
002-330-300	Strata Lot 7, Block 13, New Westminster District, Strata Plan NW2125 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form 1
013-203-932	Parcel "One" (Plan with Crown Grant deposited L98223), Water Lot Fronting Section 6, Block 5 North, Range 1 West, New Westminster District
013-203-983	Parcel "2" (Plan with Crown Grant deposited L98223), Water Lot Fronting Section 6, Block 5 North, Range 1 West and Section 1, Block 5 North, Range 2 West, New Westminster District
024-095-877	Parcel "A" (Plan with Bylaw filed 41390), District Lot 11, Group 2, New Westminster District
024-095-885	Parcel "B" (Plan with Bylaw filed 41390), District Lot 10, Group 2, New Westminster District
024-095-893	Parcel "C" (Plan with Bylaw filed 41390), District Lot 9, Group 2, New Westminster District
026-137-879	Lot 2, Section 19, Block 4 North, Range 4 West, New Westminster District, Plan BCP15046
026-137-887	Lot 3, Section 19, Block 4 North, Range 4 West, New Westminster District, Plan BCP15046

In addition to the above lands,

All and singular that certain part, parcel or tract of land and premises, situate, lying and being a portion of Pine Road in District Lot 8, Group 2, dedicated on Plan 546, New Westminster District, which said portion may be more particularly described as follows:

commencing at the westernmost corner of Lot 3 of District Lots 7 and 8, Group 2, New Westminster District, Plan LMP23985:

thence a bearing of 128°42'00", in a southeasterly direction and along the boundary of said Lot 3, and the production of said boundary for a distance of 130.835 metres, more or less, to a point on the boundary of said Lot 3;

thence a bearing of 218°41'25", for a distance of 10.010 metres, more or less, to a point on the boundary of part of Lot 2, District Lot 8, Group 2, Plan

LMP23985;

thence a bearing of 308°42'38", and along the boundary of said Lot 2, for a distance of 130.837 metres, more or less, to the northernmost corner of said Lot 2;

thence a bearing of 38°42'15", and along the boundary of Timberland Road, for a distance of 9.986 metres, more or less, to the point of commencement, and containing by admeasurement 0.131 hectares;

save and except from the lands described in paragraph 2:

(a) All and singular that certain part, parcel or tract of land and premises, situate, lying and being a portion of Lot 3, District Lots 7 and 8, Group 2, New Westminster District, Plan LMP23985, which said portion may be more particularly described as follows:

commencing at the northernmost corner of said Lot 3;

thence a bearing of 128°41'52", and along the boundary between said Lot 3 and Tannery Road, in a southeasterly direction, for a distance of 3.00 metres;

thence a bearing of 263°41'51", for a distance of 4.243 metres, more or less, to a point on the boundary between said Lot 3 and Timberland Road;

thence a bearing of 38°42'15", and along the boundary of said Lot 3, for a distance of 3.00 metres, more or less, to the point of commencement, and containing by admeasurement 4 square metres; and

(b) the federal real property listed above under the administration of a member of the Queen's Privy Council for Canada other than the Minister of Transport or any successor thereto, if that member has not given consent to the Minister in accordance with paragraph 44(2)(b) of the Act.

PID NUMBER	DESCRIPTION
003-463-508	District Lot 6471, Group 1, New Westminster District
003-479-013	Lot 82 except Parcel A (Bylaw Plan 71812), Section 21, B5N R6W, New Westminster District Plan 26258
003-477-606	Lot 19 Section 21 B5N R6W New Westminster District Plan 782
003-463-681	Parcel "G" (Reference Plan 3084) Duck Island, Section 21, B5N R6W New Westminster District
003-478-670	Lot 8 except part on plan 47297 District Lot 5917 Group 1 and of Sections 17 and 20 B5N R5W New Westminster District Plan 24177
003-439-739	Lot 9 except firstly: part included in Plan 43052; secondly: part subdivided by Plan 47297, District Lot 5917 Group 1 New Westminster District Plan 25228
003-439-526	Lot "A" District Lot 5921 Group 1, New Westminster District Plan 13168
003-439-569	Lot "B" District Lot 5921 Group 1, New Westminster District Plan 13168

003-439-593	Lot "C" District Lot 5921 Group 1, New Westminster District Plan 13168
003-538-737	Lot 12 Section 16 B5N R5W New Westminster District Plan 50765
004-962-788	Lot 13 except part on SRW Plan 71683 Section 24 B5N R5W New Westminster District Plan 52095
004-036-964	Lot "B" Section 21 B5N R6W New Westminster District Plan 17223
006-593-798	Lot A (Reference Plan 1234) Block C District Lots 319, 323 and 324 Plan 927
006-594-026	Lot 31 except (A) the west 33 feet now road (B) part in Plan 13418, Block C District Lots 319, 323 and 324 Plan 927
006-593-909	Lot 18A except the west 33 feet now road Block C District Lots 319, 323 and 324 Plan 927
024-218-723	Lot 6 Section 16 B5N R5W New Westminster District Plan LMP38968
024-218-731	Lot 7 Section 16 B5N R5W New Westminster District Plan LMP38968
024-218-740	Lot 8 Section 16 B5N R5W New Westminster District Plan LMP38968
024-218-758	Lot 9 Section 16 B5N R5W New Westminster District Plan LMP38968
024-218-766	Lot 10 Section 16 B5N R5W New Westminster District Plan LMP38968
024-218-774	Lot 11 Section 16 B5N R5W New Westminster District Plan LMP38968
024-218-812	Lot 13 Section 16 B5N R5W New Westminster District Plan LMP38968
024-218-821	Lot 14 Section 16 B5N R5W New Westminster District Plan LMP38968
024-218-839	Lot 15 Section 16 B5N R5W New Westminster District Plan LMP38968
024-218-847	Lot 16 Section 16 B5N R5W New Westminster District Plan LMP38968

and

<b>INSTRUMENT</b>	<b>DESCRIPTION</b>
Provincial Order in Council 71 approved January 20, 1932	Lot 5740, Group 1, New Westminster District
Provincial Order in Council 1371 approved October 18, 1938	Lot 5833, Group 1, New Westminster District
Provincial Order in Council 154 approved February 16, 1937	Lot 3389, Group 1, New Westminster District
Provincial Order in Council 655 approved April 4, 1984	Block A and Block B of Lot 7131, Group 1, New Westminster District shown on plan number B-385-R1; copy of said plan being on file in the Department of Transport, Ottawa

Provincial Order in Council 928 approved May 7, 1987	Lot 6328, Group 1, New Westminster District shown on plan number ITI303
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save and except the federal real property listed above under the administration of a member of the Queen's Privy Council for Canada other than the Minister of Transport or any successor thereto, if that member has not given consent to the Minister in accordance with paragraph 44(2)(b) of the Act.

3. The following other interests in land, to the extent they are interests in land, in accordance with the *Federal Real Property and Federal Immovables Act*:

INTEREST	LANDS TO WHICH INTEREST RELATES
A reversionary right in the False Creek Fisherman's Terminal granted pursuant to Federal Order In Council P.C. 1980-899 dated April 3, 1980	Block B of Lot 6487 and Lot 6938, both of Group 1, New Westminster District
Beneficial interest granted pursuant to the Cruise Ship Terminal Facility Agreement between the Vancouver Port Corporation and the Canada Harbour Place Corporation dated March 30, 1984	Lands located on portions of Lot 13 of the Public Harbour of Burrard Inlet, Plan 20247, Air Space Parcel 1 of Lot A of the Public Harbour of Burrard Inlet Air Space Plan 19902, and Air Space Parcel 1 of Lot B of the Public Harbour of Burrard Inlet Air Space Plan 19901
Leasehold interest granted pursuant to an agreement between the Canadian Pacific Railway Company and Vancouver Port Corporation dated May 23, 1996	That parcel or tract of land at mile 128.28 of the Canadian Pacific Railway Company's Cascade subdivision consisting of approximately 215 square feet all as more particularly shown outlined in red Plan/Lease No. GVMK 492-0106 attached to the agreement
Leasehold interest granted pursuant to an agreement between the Canadian Pacific Railway Company and Vancouver Port Corporation dated May 1, 1998	That parcel or tract of land at mile 125.7 to 125.9 of the Canadian Pacific Railway Company's Cascade subdivision consisting of approximately 0.054 acres all as more particularly shown outlined in red on Drawing No. SK-2383 attached to the agreement, VPA Ref: V-4432(01)
Rights granted pursuant to the Agreement Relating to Road and Rail Modifications for Commuter Rail between British Columbia Transit, Canadian Pacific Limited, Canadian National Railway Company, The Burlington Northern and Santa Fe Railway Company and Vancouver Port Corporation dated March 27, 1997, the VPC/City Agreement Relating to Powell Street Relocation and Rail Relocation in Connection with Commuter Rail between Vancouver Port Corporation and City of Vancouver dated June 9, 1997,	Property shown in green on CP Plan No. F041-P320, comprising portions of Firstly: Parcel Identifier No. 024-048-607, Parcel 1, Block "H", District Lots 181 and 182, Group 1, New Westminster District, Plan LMP36833; and Secondly: Parcel Identifier No. 007-009-399, Block "A", except portions in Reference Plan 19952 and Plan LMP8263, District Lots 181 and 196, Group 1, New Westminster District, Plan 19584

and the Licence Agreement between Canadian Pacific Railway Company and Vancouver Port Corporation dated as of September 14, 1998	
Rights arising under the Crown Grant issued to the Canadian Robert Dollar Company, Limited dated September 19, 1919	Block E (Reference Plan 2810) being foreshore adjoining District Lot 471 Group 1 New Westminster District Block G (Reference Plan 2810) being foreshore adjoining District Lot 471 Group 1 New Westminster District
Rights arising under the Crown Grant issued to the Canadian Robert Dollar Company, Limited dated July 3, 1917	Block F (Reference Plan 2810) being foreshore adjoining District Lot 471 Group 1 New Westminster District
Easement registered as encumbrance number 180836M against title number 28631	Lot H (Reference Plan 2659) of the foreshore of Burrard Inlet lying in front of District Lot 469 Group 1 New Westminster District
Statutory Right of Way registered as encumbrance number BL83161 against title number BL83162	Parcel J Block 1 of Block E District Lot 183 Group 1 New Westminster District, Plan LMP32163
Statutory Right of Way registered as encumbrance number BC98161 registered as PID Number BL83164	Parcel K Block 18 District Lot 184 Group 1 New Westminster District Plan LMP32164
Interest in roadway granted pursuant to the Master Agreement between the Canadian Pacific Railway Company and Her Majesty in Right of Canada dated December 31, 1967	Roadway situated between Cardero Street and the prolongation of the easterly boundary of Granville Street in the City of Vancouver, British Columbia
Authority to construct overhead bridge granted pursuant to Order No. WDR-00631 of the Canadian Transport Commission - Western Division, Railway Transport Committee dated January 8, 1982	At mileage 127.38 Cascade Subdivision and the Canadian National Railway Company at mileage 1.60 Burrard Harbour Industrial Line, with headblock at mileage 130.58 Yale Subdivision in the City of Vancouver, in the Province of British Columbia, as shown on Drawing No. 05330-2K-1 Revision 2, October 23, 1981 on file with the Commission under File No. 30213.536
Authority to re-construct overhead bridge granted pursuant to Order No. R-36090 of the Canadian Transport Commission - Railway Transport Committee dated January 13, 1984	Tracks of the Canadian National Railway Company and Canadian Pacific Limited, in the City of Vancouver, in the Province of British Columbia, at mileage 127.96 Cascade Subdivision, as shown on Drawing No. 8422-201 Revision A dated September 29, 1983 on file with the Commission under File No. 20133.1
Authority to construct overhead bridge granted pursuant to Order No. R-38405 of the Canadian Transport Commission - Railway Transport Committee dated August 16, 1985	Right of way and tracks of Canadian Pacific Limited, in the City of Vancouver, in the Province of British Columbia at mileage 128.45 Cascade Subdivision, as shown on Plan No. 202D revised to June 28, 1985, on file with the Commission under File No. 27073.878
Authority to construct Commissioner	At mileage 125.47 Cascade

Street across and over the tracks of Canadian Pacific Limited granted pursuant to National Transportation Agency Order No. 1994-R-28 dated February 1, 1994, as amended by Canadian Transportation Agency Order No. 1996-R-520 dated December 20, 1996	Subdivision, in the City of Vancouver, in the Province of British Columbia, as shown on Drawing No. BR-2, Revision B, dated January 1996
Easement to construct overpass granted pursuant to an agreement between the City of Vancouver and Her Majesty the Queen dated November 1, 1962	Right-of-way of the Canadian Pacific Railway as shown on the plan annexed to the agreement and marginally numbered NHB 6-B-23-162 B, Heatley Overpass, VPA Ref V-1514
Easement for an overhead crossing granted pursuant to an agreement between the City of Vancouver and the National Harbours Board dated November 27, 1980	That portion of Clark Drive being an area of approximately 17,1700 square feet as shown outlined in green on the plan attached to the agreement, VPA Ref V-1725(01)
Statutory right of way granted pursuant to an agreement between Vancouver Port Corporation, City of Vancouver, and 326754 B.C. Ltd. dated December 20, 1996	Parcels "R" and "R1" as shown on Sketch Plan No. S96-230 dated as of October 15, 1996 (revised December 9, 1996), a copy of which is attached to the agreement dated December 20, 1996 for the Commissioner Overpass, New Brighton – Commissioner Street
Reservation of an interest by way of either a right of way or road dedication or such other mechanism as the parties may mutually agree upon, granted pursuant to a letter agreement between the City of Vancouver and the Vancouver Port Corporation dated December 30, 1996	The Alberta Wheat Pool roadway connector comprised of Parcels "Z" and "T", as shown on Schedule "B" to the agreement
Statutory right of way granted pursuant to a letter agreement between the City of Vancouver and the Vancouver Port Corporation dated December 20, 1996	Parcels "R", "R1", "T1" and "T2" located in the City of Vancouver and shown on Sketch Plan No. S96-230
Statutory right of way granted pursuant to an agreement between Vancouver Port Corporation, the City of Vancouver and 326754 B.C. Limited dated December 20, 1996	Parcels "Y1", "R2" and "R3" as shown on Sketch Plan No. S96-230 dated as of October 15, 1996 (revised December 9, 1996), a copy of which is attached to the agreement for the Commissioner Overpass
Permission to construct, maintain and use a private crossing granted pursuant to an agreement for private crossing between Canadian Pacific Limited and Vancouver Port Corporation dated April 1, 1996	Canadian Pacific Limited's railway system and land at mile 122.42 of the Canadian Pacific Limited's Cascade Subdivision, at the location shown in red on Plan SP-941 attached to the agreement, VPA Ref: E-0052(01)
Rights to construct and maintain certain works granted pursuant to an agreement between Canadian Pacific Limited and Vancouver Port Corporation dated September 1,	Those portions of Canadian Pacific Limited's lands and railway tracks shown on the plans attached to the agreement, VPA Ref: E-0064(01)

1984	
The right to place, lay down and maintain pipes granted pursuant to an Underground Pipe Crossing Permit between Canadian Pacific Limited and Vancouver Port Corporation dated July 20, 1992	Canadian Pacific Limited's railway shown on DWG No. 30-375 revised 15th day of July, 1992
The rights granted pursuant to the Agreement for the Laying of Pipe Lines, Water Pipes, Sewers, Conduits, etc. under Railway Lands between Canadian Pacific Limited and Vancouver Port Corporation dated July 17, 1991	Canadian Pacific Limited's railway lands at mile 127.69 Cascade Subdivision as shown on Plan No. 25061-03 revised November 10, 1982 attached to the agreement, VPA Ref: E-0060(01)
The rights granted pursuant to the Agreement for the Laying of Pipe Lines, Water Pipes, Sewers, Conduits, etc. under Railway Lands between Canadian Pacific Limited and Vancouver Port Corporation dated April 12, 1993	Canadian Pacific Limited's railway lands at mile 122.42 Cascade Subdivision as shown on Plan No. 1/1 dated March 22, 1993 attached to the agreement, VPA Ref: E-0055(01)
Easement, right and privilege to construct, operate and maintain an underground power wire crossing and box pipe conduit granted pursuant to a Memorandum of Agreement between Vancouver, Victoria and Eastern Railway and Navigation Company, Washington and Great Northern Townsite Company and National Harbours Board dated March 12, 1942	Lands between Parcel 1 and Parcel 2 and lands to the west of the said Parcel 1, as indicated in green on Plan No. 5-B-2-347, located over property owned by BNSF, City of Vancouver, PID 011-521-490, Parcel K, District Lot 181
Section 215 covenant granted pursuant to Agreement dated January 23, 1996 between The City of Surrey and Fraser River Harbour Commission registered as Encumbrance Number BK235377 against title PID 002-096-242	Parcel "C" (Reference Plan 4322) Section 35 Block 5 North Range 3 West New Westminster District
Statutory right of way granted pursuant to Agreement dated March 16, 1990 between British Columbia Transit and Fraser River Harbour Commission registered as Encumbrance Number AD143813 against title PID 000-752-699	Lot 5 District Lots 3 and 4, Group 2, Plan 2640
Right of way granted pursuant to Agreement dated February 21, 1986 between Fraser River R.V. Inc. and Fraser River Harbour Commission registered as Encumbrance Number Z84791	Lot 1, District Lots 4 and 5 Group 2 New Westminster District Plan 71190 and including parcel shown as PT. 1 on Plan 71190 (consolidation plan)
Lease dated for reference January 1, 1982 between Her Majesty The Queen in Right of the Province of British Columbia and Fraser River Harbour Commission registered as Encumbrance Number X49845 and	Those parcels of land consisting of ungranted and unreserved foreshore and river bed, defined as "Crown Land" in the <i>Land Act</i> , R.S.C.B. 1979, within the South Fraser River, the extremities of which are more

all amendments thereto	particularly shown outlined in red on the plan annexed as Schedule "A" to the lease, those parcels of ungranted and unreserved land including foreshore and river bed, defined as "Crown Land" in the <i>Land Act</i> , R.S.C.B. 1979, near or within the South Fraser River, the extremities of which are more particularly shown outlined in red on the plan annexed as Schedule "B" to the lease, and that certain parcel or tract of foreshore covered by water described in Schedule "C" to the lease
Leasehold interest granted pursuant to an indenture between Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Lands, Parks and Housing and North Fraser Harbour Commission dated January 1, 1980 and Amendment of Lease Notice dated November 5, 1984	Certain foreshore lands and land covered with water, within the boundaries of the North Fraser Harbour as described in the schedule to Order-in-Council P.C. 1975-1998 pursuant to the <i>Harbour Commissions Act</i> being Chapter H-1 of the Revised Statutes of Canada, 1970, Lot 5799 and Blocks A, B, and C of Lot 6012, Group 1, New Westminster District save and except Block A and Block B of Lot 7131, Group 1, New Westminster District
Leasehold interest granted pursuant to the General Lease-Additional Rent dated for reference November 30, 1981 between Her Majesty the Queen in Right of the Province of British Columbia and North Fraser Harbour Commission, Modification Agreement dated June 5, 1986 between Her Majesty the Queen in Right of the Province of British Columbia and North Fraser Harbour Commission, and Second Modification Agreement dated February 16, 1987 between Her Majesty the Queen in Right of the Province of British Columbia and North Fraser Harbour Commission registered as Encumbrance Numbers RD154857, Z118066 and AA112674 against title number Z29582E	Parcel One, District Lots 4617 and 6867, Group 1 and Section 21, Block 5 North, Range 6 West, New Westminster District, Reference Plan 71271
Leasehold interest granted pursuant to the General Lease-Additional Rent dated for reference November 30, 1981 between Her Majesty the Queen in Right of the Province of British Columbia and North Fraser Harbour Commission, Modification Agreement dated June 5, 1986 between Her Majesty the Queen in Right of the Province of British Columbia and North Fraser Harbour Commission, and Second Modification Agreement dated	Lot 103, Sections 21 and 22, Block 5 North, Range 6 West, New Westminster District, Plan 46989



February 16, 1987 between Her Majesty the Queen in Right of the Province of British Columbia and North Fraser Harbour Commission registered as Encumbrance Numbers RD154857, Z118066 and AA112674 against title number RD84889E	
Easement granted pursuant to an agreement dated February 19, 1957 between May & Sons Ltd. and Richmond Plywood Corporation Limited registered as Encumbrance Number 212409C against title number J24291E	Lot 52, District Lot 5917, Group 1 and of Sections 17 and 20, Block 5 North, Range 5 West, New Westminster District Plan 43446
Easement granted pursuant to an indenture dated March 25, 1959 between May & Sons Ltd. and Burns & Dutton Concrete and Construction Company Limited registered as Encumbrance Number 263962C against title number BK265217	Lot 4, Plan 20488, District Lot 5917, Group 1 and of Sections 17 and 20, Block 5 North, Range 5 West, New Westminster District Plan 20488
Easement granted pursuant to an indenture dated October 26, 1959 between May & Sons Ltd. and Beaty Laminated Limited registered as Encumbrance Number 273757C against title number BK390602	Lot 7 except, Firstly: Part subdivided by Plan 43422, Secondly: Part on SRW Plan 43052, District Lot 5917, Group 1, Sections 17 and 20, Block 5 North, Range 5 West, New Westminster District Plan 24221

4. In addition to the interests described in paragraph 3 above, any other interests in land, to the extent they are interests in land, in accordance with the *Federal Real Property and Federal Immovables Act*, whether or not registered, in any way belonging or appertaining to, or benefiting, any of the lands described in paragraphs 1 and 2 above.

5. Any interests in lands, to the extent they are interests in land, in accordance with the *Federal Real Property and Federal Immovables Act*, not otherwise referred to in paragraph 1 above reserved or held by Vancouver Port Corporation, Canada Ports Corporation, the National Harbours Board, Her Majesty in Right of Canada, or any other name used to designate Her Majesty under the Vancouver Terminal Railway Agreement between Her Majesty in Right of Canada and Canadian National Railway Company dated May 6, 1953, as amended by a Supplemental Agreement between Her Majesty in Right of Canada and Canadian National Railway Company dated June 15, 1954 and an agreement between Canada Ports Corporation, Vancouver Port Corporation, and Canadian National Railway Company dated June 26, 1990.

#### SCHEDULE C

#### VANCOUVER FRASER PORT AUTHORITY

#### DESCRIPTION OF OTHER REAL PROPERTY

PID NUMBER	DESCRIPTION
024-849-090	Parcel N, Block 17, District Lot 184 and the Public Harbour of Burrard Inlet, Group 1, New Westminster District, Plan LMP47343
014-726-491	Lot E (Explanatory Plan 9124), Block 31, District Lot 204,

	Plan 1340
024-044-059	The Closed Road shown on Plan LMP36871 between Blocks 31 and 32, District Lot 204, Group 1, Dedicated Road on New Westminster District Plan 1340
026-808-676	Lot 1, District Lots 181 and 196, Group 1, New Westminster District, Plan BCP25955
004-287-576	Lot 17, District Lots 7 and 8, Group 2, New Westminster District, Plan 51036
011-856-149	Parcel "One", (Reference Plan 6432) Block "A", District Lot 7, Group 2, New Westminster District, Plan 546
006-552-421	Lot 52, District Lots 6 and 7, Group 2, New Westminster District, Plan 42906
012-876-178	Parcel "D", (Reference Plan 15209) of Parcel "B" (plan with fee deposited 20370F) District Lots 5 and 6, Group 2, New Westminster District
024-619-931	Parcel B, District Lot 6, Group 2, New Westminster District, Plan LMP43804
012-424-706	Lot 1, Block 8, District Lot 6, Group 2, New Westminster District, Plan 1952
012-424-731	Lot 2, Block 8, District Lot 6, Group 2, New Westminster District, Plan 1952
012-424-749	Lot 3, Block 8, District Lot 6, Group 2, New Westminster District, Plan 1952
012-424-757	Lot 4, Block 8, District Lot 6, Group 2, New Westminster District, Plan 1952
012-424-714	Lot 16, Block 8, District Lot 6, Group 2, New Westminster District, Plan 1952
012-961-078	Parcel "P" (Ref. Plan 8905), District Lot 24, Group 2, New Westminster District
009-585-257	Lot 6, District Lots 23 and 24, Group 2 and of Section 34, Block 5 North, Range 3 West, New Westminster District, Plan 11763

<b>INTEREST</b>	<b>LANDS TO WHICH INTEREST RELATES</b>
Lease Agreement dated April 26, 2006, between G.C. Queens Court Ltd. and Fraser River Port Authority	A portion of the fourth floor of the building constructed on those lands and premises with the civic address of 625 Agnes Street, New Westminster, British Columbia and legally described as: Parcel Identifier 005-724-678, Parcel "A", Block 30, Reference Plan 59021.

#### SCHEDULE D

#### VANCOUVER FRASER PORT AUTHORITY

#### CLASSES OF USERS

1. Canadian National, Canadian Pacific, BC Rail, Burlington Northern, Southern Rail
2. BC Trucking Association

3. North West Cruise Association/Tourism Vancouver
4. Chamber of Shipping
5. Council of Marine Carriers
6. British Columbia Maritime Employers Association
7. Coal Association/Mining Association/Canadian Fertilizer Institute
8. BC Terminal Elevator Operators Association, Canadian Wheat Board, Grain Shippers and Exporters Association
9. Council of Forest Industries, Canadian Pulp and Paper Association
10. Canadian Chemical Producer/Petroleum Association
11. International Longshore Workers Union/Grain Handler/ Canadian Council of Railway Operating Unions
12. Canadian International Freight Forwarders Association, Canadian Society of Customs Brokers, Canadian Importers Association, Canadian Exporters Association
13. Vancouver Board of Trade
14. General commercial users (e.g. fishermen, distribution, lease holders, major business)

## SCHEDULE E

### VANCOUVER FRASER PORT AUTHORITY

#### CODE OF CONDUCT

#### ARTICLE 1

#### OBJECTS AND INTERPRETATION

1.1 **Object of Code.** The object of this Code is to preserve and enhance public confidence in the integrity and impartiality of directors and officers of the Authority and the business activities and transactions carried on by the Authority by establishing clear conflict of interest rules for directors and officers of the Authority.

1.2 **Principles.** This Code shall be interpreted in accordance with the following general principles:

(a) every director and officer shall discharge their duties and arrange their private affairs in such a manner so as to preserve and promote public confidence and trust in the integrity and impartiality of the Authority;

(b) the obligations of a director or officer described in subsection 1.2(a) may not always be discharged merely by acting in accordance with the technical requirements of the Act, the Regulations, the Letters Patent, the by-laws and the policies and resolutions of the Board; and

(c) public confidence and trust in the integrity and impartiality of the Authority may be as equally compromised by the appearance of a conflict as with the existence of an actual conflict.

**1.3 Definitions.** In this Code terms used herein shall have the meanings ascribed to them in the Act and the Letters Patent, and in addition the following terms shall have the following meanings:

- (a) "**Gift**" includes any good, service, benefit, hospitality, promise or favour; and
- (b) "**Related Party**" means with respect to a director or officer of the Authority
- (i) a spouse, child, brother, sister or parent of such director or officer;
  - (ii) a relative of such director or officer (other than a spouse, child, brother, sister or parent of such director or officer) or a relative of the spouse of such director or officer if the relative has the same residence as the director or officer;
  - (iii) a corporation, partnership, trust or other entity which is directly or indirectly controlled by such director or officer or by a spouse, child, brother, sister or parent of such director or officer or any combination of such persons; and
  - (iv) a partner of such director or officer acting on behalf of a partnership of which the director or officer and the partner are partners.

**1.4 Application of Code.** This Code applies to all directors and officers of the Authority.

**1.5 Scope of Obligations.** Conforming to the specific requirements of this Code shall not absolve a director or officer of responsibility for taking such additional action as may be necessary to conform with any standard of conduct or comply with any duty imposed by the Act, the Regulations, the Letters Patent, the by-laws and the policies and resolutions of the Board or otherwise by law.

**1.6 Acknowledgement by Directors and Officers.** Each director and officer shall acknowledge in writing to the Governance Committee that

- (a) they have read and understood this Code;
- (b) to the best of their knowledge they are in compliance with this Code and neither they nor any Related Party to them has a conflict or a potential conflict within the meaning of Article 2 of this Code; and
- (c) in the case of each officer, compliance with this Code is a condition of their employment.

**1.7 Timing of Acknowledgement.** Each director and officer shall deliver the acknowledgement described in section 1.6 of this Code to the Governance Committee:

- (a) with respect to the directors serving and officers employed on the date the Letters Patent take effect, forthwith upon the Letters Patent taking effect; and

(b) with respect to all other directors at the time of their appointment and with respect to all other officers at the time of the commencement of their employment.

**1.8 Annual Review.** Each director and officer shall regularly review their obligations under this Code and shall on the 15th day of March of each year provide the Governance Committee with a written acknowledgement confirming such review and that, to the best of the knowledge of the director or officer,

(a) they are in compliance with this Code; and

(b) neither they nor any Related Party to them has a conflict within the meaning of Article 2 of this Code.

## ARTICLE 2

### CONFLICTS OF INTEREST

**2.1 Conflicts Generally.** A director or officer shall not allow his or her personal interests or the personal interests of a Related Party to the director or officer to conflict with or to give rise to the appearance of a conflict with the duties and responsibilities of the director or officer to the Authority or the interests of the Authority.

**2.2 Specific Types of Conflicts.** Without restricting the generality of section 2.1, the following represent examples of specific matters which give rise to a conflict or the appearance of a conflict on the part of a director or officer:

(a) *Competition with the Authority.* A director or officer or a Related Party of a director or officer engages in any activity, or has a material interest in any person which engages in an activity, which is in competition or could reasonably be expected to be in competition with the Authority's present or proposed interests;

(b) *Transactions with the Authority or a User; Material Interests:* A director or officer or a Related Party of a director or officer

(i) has a material interest in a user;

(ii) owes material obligations to the Authority or a user, other than in connection with the duties of the director or officer arising from their position with the Authority;

(iii) conducts business with the Authority or a user; or

(iv) holds a material interest in a person which conducts business with, or acts as a consultant or advisor to, the Authority or a user;

(c) *Interest in Material Contract.* A director or officer

(i) is a party to a material contract or proposed material contract with the Authority; or

(ii) is a director or officer of or has a material interest in any person who is a party to a material contract or proposed material contract with the Authority; and

*(d) Acceptance of Offices with Conflicted Entities:* A director or officer accepts an appointment or a nomination for election to an office of, or employment with, any corporation, partnership, foundation, institute, organization, association or other entity, the business or activities of which are, or could reasonably be expected to be, in conflict with the interests of the Authority.

**2.3 Conflicts For Which Approval Satisfactory.** Engaging in the following activities shall be deemed not to give rise to a conflict or the appearance of a conflict on the part of a director or officer within the meaning of Article 2 of this Code provided that the director or officer obtains the written approval of the Governance Committee prior to engaging in such activities:

*(a) Acceptance of Offices With Entities Benefiting From Authority:* A director or officer accepts an appointment or a nomination for election to an office of, or employment with, any corporation, partnership, foundation, institute, organization, association or entity, the business or activities of which benefit or could reasonably be expected to benefit from the business of the Authority or decisions made by the Authority; and

*(b) Use of Authority Property:* A director or officer uses property of the Authority or property managed by the Authority for the personal benefit of the director or officer or a Related Party of the director or officer.

If a director or officer fails to obtain the written approval of the Governance Committee prior to engaging in any activity described in subsections (a) or (b) of this section, the engagement of the director or officer in such activity shall be deemed to give rise to a conflict of interest within the meaning of Article 2 of this Code.

### ARTICLE 3

#### DISCLOSURE OF CONFLICTS

**3.1 Timing of Disclosure.** Written disclosure of a conflict or an appearance of a conflict shall be made by a director or officer forthwith after the director or officer becomes aware of the conflict or the appearance of a conflict within the meaning of Article 2 of this Code.

**3.2 Declaration of Interest.** For the purposes of this Code, a notice in writing to the Governance Committee by a director or officer providing reasonable particulars of the interest, asset, activity or position giving rise to the conflict or the appearance of a conflict together with such other material information relating to the conflict or the appearance of a conflict as shall be reasonably requested by the Governance Committee shall be deemed to be disclosure of the conflict or the appearance of a conflict.

**3.3 Voting and Participation.** A director or officer who is in conflict within the meaning of Article 2 of this Code shall not participate in discussions or vote on any decision of, or provide recommendations to, the Governance Committee or the Board on any matter related to the conflict. Notwithstanding the foregoing, a director or officer may participate in, vote on and provide recommendations to the Governance Committee or Board respecting any matter related to

*(a)* an arrangement by way of security for money lent to, or obligations undertaken by the director or officer for the benefit of, the Authority;

*(b)* a contract that relates primarily to his or her remuneration as a director,

officer, employee or agent of the Authority; and

(c) a contract for indemnity in favour of the director or officer or directors' or officers' liability insurance.

**3.4 Quorum for Directors' Meetings.** Nothing contained in section 3.3 shall preclude a director or officer who is in conflict within the meaning of Article 2 of this Code from being counted to determine the presence of a quorum at a meeting of directors or committee of directors of the Authority where all or a portion of the business conducted at such meeting is consideration of the transaction or matter giving rise to the conflict, the interpretation of this Code or a determination or recommendation made pursuant to Article 4 of this Code. Notwithstanding the foregoing, a director or officer who is in conflict shall absent himself or herself from the meeting for the portion of the meeting during which the transaction or matter giving rise to the conflict is considered.

**3.5 Similar Transactions.** In the case of similar transactions that are, or could reasonably be expected to be, of a recurring nature and which are made or will be made in the ordinary course of the operations of the Authority, a director or officer who is in conflict as a result of such transactions shall be deemed to have complied with the disclosure requirements of this Article 3 if,

(a) in the case of the directors serving or officers employed on the date the Letters Patent take effect, forthwith upon the Letters Patent taking effect; and

(b) in the case of all directors and officers, including the directors and officers described in subsection 3.5(a), on or before the 15th day of March of each year for which such disclosure relates,

the director or officer makes a single annual written disclosure to the Governance Committee setting out the nature and extent of the conflict arising as a result of the transactions together with such other information relating to the conflict as shall reasonably be requested by the Governance Committee.

## ARTICLE 4

### COMPLIANCE

**4.1 Voluntary Activities.** When a conflict arises within the meaning of Article 2 of this Code, in addition to the disclosure required under Article 3 of this Code, a director or officer may voluntarily undertake one or more of the following actions to address the conflict:

(a) *Divestment:* selling or causing the sale of the asset or interest giving rise to the conflict to a party which is not a Related Party;

(b) *Withdrawal:* resigning the position or withdrawing from the activity or causing the resignation or withdrawal; or

(c) *Resignation:* resigning where the director or officer is unwilling or unable to divest the asset or interest, withdraw from the activity or resign from the position giving rise to the conflict.

**4.2 Voluntary Compliance Not Determinative.** Voluntary compliance by a director or officer with one or more of the measures described in section 4.1:

(a) in the case of a director, shall not relieve the director from complying with such other measures as may be determined by the entity appointing the

director to be appropriate in connection with a conflict or an appearance of conflict; and

(b) in the case of an officer, shall not relieve the officer from complying with such other measures as may be determined by the Board to be appropriate in connection with a conflict or an appearance of conflict.

**4.3 Initial Determination by Governance Committee.** Where a disclosure is made to the Governance Committee by a director or officer pursuant to Article 3 of this Code or facts are brought to the attention of the Governance Committee which indicate a conflict or appearance of conflict or failure to comply with this Code by a director or officer, the Governance Committee shall forthwith initially determine

(a) whether the disclosure made by the director or officer indicates a conflict within the meaning of Article 2 of this Code; and

(b) whether, if applicable, the director or officer has failed to comply with this Code.

**4.4 Recommendation by Governance Committee.** Upon determining that a conflict exists and/or that a director or officer has failed to comply with this Code, the Governance Committee shall provide the Board with a written recommendation as to the appropriate method for the director or officer to comply with this Code which may include but is not limited to

(a) a recommendation that the conflict has been or will be satisfactorily addressed

(i) through disclosure by the director or officer;

(ii) by the director or officer undertaking one or more of the actions described in section 4.1; or

(iii) by the director or officer undertaking actions other than as described in paragraphs 4.4(a)(i) and (ii);

(b) in the case of a director, whether a recommendation should be made to the director that the director resign; and

(c) in the case of an officer, the sanctions, if any, which the Governance Committee recommends be imposed against the officer.

**4.5 Determination by Board.** Upon receiving a recommendation of the Governance Committee provided pursuant to section 4.4, the Board shall forthwith consider the recommendations of the Governance Committee and make a final determination as to

(a) whether the director or officer is in a conflict within the meaning of Article 2 of this Code;

(b) whether the director or officer has failed to comply with this Code;

(c) whether the conflict has been or will be satisfactorily addressed through

(i) disclosure by the director or officer;



(ii) the director or officer undertaking one or more of the actions described in section 4.1; or

(iii) the director or officer undertaking actions other than as described in paragraphs 4.5(c)(i) and (ii);

(d) in the case of an officer, the measures to be taken by the officer to address the conflict and any sanctions to be imposed upon the officer in connection with a failure by the officer to comply with this Code; and

(e) in the case of a director, whether to request the director to resign.

**4.6 Opportunity to be Heard.** The Governance Committee and the Board, as the case may be, shall provide a director or officer with an opportunity to be heard in connection with an initial determination made pursuant to section 4.3, a recommendation made pursuant to section 4.4 or a determination made pursuant to section 4.5.

**4.7 Notification of Determination Respecting Officer.** Upon the Board making a determination pursuant to section 4.5 in respect of an officer, the Board shall forthwith provide the officer with written notification of the determination, including the reasons therefor, together with any direction of the Board to be complied with by the officer.

**4.8 Notification of Determination Respecting Director.** Where the Board has determined that a director has failed to comply with this Code, the Board shall forthwith provide the entity which has appointed such director to the Board with written notification of the failure to comply along with full particulars of the circumstances giving rise thereto.

## ARTICLE 5

### ACCEPTANCE OR OFFERING OF GIFTS

**5.1 Acceptance or Offering of Gifts.** No director or officer shall offer Gifts to, or accept Gifts from, users or potential users without the prior written consent of the Governance Committee. Notwithstanding the foregoing, Gifts may be accepted or offered provided

(a) the Gift is not in the form of cash or cash equivalent;

(b) the Gift is not intended to be, and is neither in such form nor of sufficient value such that it could reasonably be construed to be, a bribe or other improper payment; and

(c) the Gift is of modest value and the acceptance of the Gift is in accordance with customary business practice.

## ARTICLE 6

### INSIDE INFORMATION

**6.1 Use of Information.** A director or officer shall not use any information obtained in connection with his or her position with the Authority for personal benefit or for the benefit of any other person unless such information has been disclosed to the public or has been made available to the public. Without limiting the generality of the foregoing, a director or officer who has knowledge

of a proposed action or decision by the Authority shall not purchase or sell assets or advise any other party to purchase or sell assets the value of which could be expected to be materially affected by the proposed action or decision until such time as the proposed action or decision has been announced or has been made available to the public.

**6.2 Disclosure of Confidential Information.** Subject to section 6.3, no director or officer shall disclose any information concerning the business and affairs or proposed business and affairs of the Authority acquired in connection with his or her position with the Authority ("Confidential Information") which has not been disclosed to the public or been made available to the public without the prior written consent of the Governance Committee.

**6.3 Permitted Disclosures.** A director or officer may disclose Confidential Information:

(a) to the extent that the disclosure is reasonably necessary in connection with the performance of the duties and responsibilities of the director or officer, including, without restriction, disclosures necessary in connection with a financing transaction or proposed financing transaction involving the Authority;

(b) to the extent disclosure is required by law (including, without limitation, the *Access to Information Act* [Canada] and *Privacy Act* [Canada] requirements) or by a court or tribunal of competent jurisdiction; and

(c) to professional advisors of the Authority.

## ARTICLE 7

### OUTSIDE EMPLOYMENT

**7.1 Offers of Employment or Appointment.** In discharging his or her duties and responsibilities to the Authority, a director or officer shall not allow the performance of such duties and responsibilities to be affected by offers or potential offers of outside employment or appointment.

**7.2 Disclosure of Offer.** A director or officer who receives a firm offer of employment or appointment which may affect the performance of the director's or officer's duties or responsibilities shall forthwith disclose the offer to the Governance Committee in writing.

## ARTICLE 8

### RECORDS AND PRIVACY

**8.1 Confidentiality Obligation.** Information concerning the interests or activities or proposed interests or activities of a director or officer provided to the Governance Committee in connection with the disclosure obligations of this Code or the Regulations or otherwise obtained by the Governance Committee shall be placed in a separate personal file established for the director and officer and kept in secure safekeeping.

**8.2 Privacy.** Subject to disclosure of personal information in accordance with law (including, without limitation, disclosure under the *Access to Information Act* [Canada] and *Privacy Act* [Canada]), in addition to the confidentiality obligations set forth in section 8.1, the Governance Committee shall take all commercially reasonable efforts to ensure that the privacy of the director or officer disclosing personal information to the Board is fully respected.

<b>APPENDIX A</b>	
<b>Activities/Uses</b>	<b>Schedules of the Letters Patent of the Port Authority(ies) at the date prior to the effective date of amalgamation</b>
<b>7.1(c)(iii)(C)</b>	
media productions	Vancouver and North Fraser
float homes and float home community operators provided that the float home communities in which they are located remain in total size and scope comparable to those communities existing on May 1, 1999	Fraser River
float homes and float home community operators provided that the float home communities in which they are located remain in total size and scope comparable to the aggregate number of float homes existing on July 1, 1999	North Fraser
manufacturing or processing of goods to the extent compatible with port operations and the land-use plan for the port and without compromising the ability of the Authority to operate port facilities over the long term	Fraser River and North Fraser
dry dock facilities	Fraser River
moorage for casino vessels for services approved by the Province of British Columbia	Fraser River
residential uses as may be required by abutting residential landowners or by users of the port to provide accommodation for their employees in connection with their commercial or industrial operations	Fraser River
bus depot	Fraser River
food, beverage and retail services in support of the local tourism industry	Fraser River and North Fraser
residual office premises	Fraser River
automobile and automobile parts storage to the extent compatible with port operations and the land-use plan for the port and without compromising the ability of the Authority to operate port facilities over the long term	North Fraser
<b>7.1(c)(iii)(E)</b>	
research services or facilities	Vancouver and Fraser River
movement of utilities	Vancouver and Fraser River
towing vessels	Vancouver
heliports	Fraser River and North Fraser
processing work incidental to the handling or shipping of goods through the port to the extent compatible with the land-use plan for the port	Fraser River
processing work, including lumber treatment, incidental to the handling or shipping of goods through the port to	North Fraser

the extent compatible with the land-use plan for the port	
restaurants, retail operations, tourist services and similar tourism-related activities located in passenger terminal facilities provided such uses are related to the transportation of passengers through the port and are compatible with the land-use plan for the port	Fraser River and North Fraser
storage and processing of fish and shellfish products	Fraser River and North Fraser
loading and unloading of wood chips and hog fuel, log storage, log sorting and log dumping incidental to the handling or shipping of goods	North Fraser
<b>7.1(k)</b>	
facilities for vessel fuelling stations incidental to the handling and shipping of goods	Fraser River
river training works	Fraser River and North Fraser
facilities or equipment for loading and unloading of wood chips and hog fuel, log storage, log sorting, log dumping and lumber treatment facilities incidental to the handling or shipping of goods	Fraser River
wood fibre recovery and recycling services and facilities incidental to the handling or shipping of goods through the port to the extent compatible with the land-use plan for the port	North Fraser
facilities for vehicle storage, repair and fuelling stations incidental to the handling or shipping of goods	Fraser River
dredging	North Fraser
sale of dredgeate	Fraser River and North Fraser
stevedoring services	Vancouver and Fraser River
warehousing and distribution of goods and services	Vancouver and Fraser River
towing of vessels	Fraser River
towing of vessels, as required for safety of navigation or persons	North Fraser
management of waterways, foreshore, uplands and related activities for the Province of British Columbia	Fraser River
operation of restaurants, bars, retail, office, display and trade shows, entertainment activities, tour operations and similar tourism-related activities, provided that all the foregoing activities are related to the activities described in this section 7.1, and further provided that, where the Authority is to carry on such an activity, the Board has determined by resolution that (i) it is not practicable to carry on such an activity pursuant to leasing or licensing arrangements; or (ii) while practicable, the Board has determined that it is not in the best interests of the Authority, having regard to the objectives set forth in section 4 of the Act, to carry on such an activity pursuant to leasing or licensing arrangements	Vancouver
<b>7.1(q)</b>	

Seaports	Vancouver and Fraser River
floatplane airports	Vancouver and Fraser River
heliports	Vancouver
bus depots	Vancouver
cruise ship passenger terminals	Fraser River

**NOTICE:**

The format of the electronic version of this issue of the *Canada Gazette* was modified in order to be compatible with hypertext language (HTML). Its content is very similar except for the footnotes, the symbols and the tables.

  
[Top of page](#)  
[Important notices](#)

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