

SSA ARCHIVES TENANCY AGREEMENT

THIS AGREEMENT dated for reference January 31, 2013

BETWEEN:

The Royal British Columbia Museum Corporation, a corporation incorporated under the laws of British Columbia and having an office at 675 Belleville Street, Victoria, B.C. The Royal British Columbia Corporation includes the British Columbia Archives (BCA).

(the "Landlord")

AND:

The Sisters of Saint Ann, a corporation incorporated pursuant to the *Sisters of Saint Ann Incorporation Act*, ch. 58, 1892 and having an office at 1550 Begbie St., Victoria, B.C.

(the "Tenant")

WHEREAS

A. The Tenant owns the archival records, artifacts and art related to the historical and current activities of their members throughout British Columbia, the Yukon, Alaska and Washington State since 1858 in the area known as the canonical province of St. Joseph (the "SSA Archives").

B. The Tenant is in the process of winding down their affairs, and as a part of that process, the Landlord and the Tenant are parties to an agreement dated January 13, 2012 (the "SSA Archives Stewardship Agreement") attached hereto as Schedule "A".

C. The parties agree that the SSA Archives are of an archival and enduring value to the Province of British Columbia and the parties have entered the SSA Archives Stewardship Agreement with the goal of preserving the SSA Archives for future generations.

D. The intent of the Parties is that the Tenant is to transfer the ownership of the Archives to the Landlord at the expiry of the SSA Archives Stewardship Agreement. Until such time the Archives are to be located at the BCA under the terms of this Lease, as amended between the parties from time to time.

F. At all times during the Term each Party hereunder shall act under this agreement, and under the SSA Archives Stewardship Agreement, in the best interest of the SSA Archives, with a view to preserving the SSA Archives for future generations

IN CONSIDERATION of \$10.00 paid by the Tenant to the Landlord and the rents, covenants, and agreements of the Tenant and the Landlord in this Lease and the agreement made between the Landlord and the Tenant dated January 13, 2012 (the "SSA Archives Stewardship Agreement") attached hereto as Schedule "A", the Tenant and the Landlord agree as follows:

1. DEFINITIONS

1.1 In this Lease, unless otherwise specifically provided, the Parties agree that the following terms have the following meanings:

- (a) **"Additional Rent"** means any money payable by the Tenant to the Landlord under this Lease other than Basic Rent.
- (b) **"Article"** means unless otherwise stated an Article in this Lease and includes all clauses and subclauses.
- (c) **"Basic Rent"** means the rent reserved for the Landlord and defined in clause 4.1.
- (d) **"Building"** means the building located on the Lands and currently housing the British Columbia Archives, and all alterations, additions, and relocations thereto within, upon or under the Lands.
- (e) **"Business Days"** means every day of the week except Saturdays, Sundays, and statutory holidays.
- (f) **"Claims"** means any claims, demands, duties, actions, causes of action, damages, losses, costs, fines, penalties, interest, liabilities, and expenses, including without limitation reasonable legal fees.
- (g) **"Commencement Date"** means January __, 2013
- (h) **"Common Areas"** means all areas of the Museum Complex generally accessible by the public, as well as the coffee room located on the second floor of the Building and washroom facilities, central loading dock and office areas located within the Building, and all alterations, additions and relocations thereof.
- (i) **"Contamination"** means the presence or Release of any Hazardous Material contrary to or in excess of standards set by Environmental Laws.
- (j) **"Demised Premises"** means the premises shown on the floor plan attached to this Lease as Schedule B, being Room 003 comprising 8.02 square meters located off the main foyer of the Building on the ground floor.

- (k) **"Easements"** means the easements described in Article 7.4 of this Lease.
- (l) **"Environmental Laws"** means any statute, law, regulation, order, bylaw, standard, direction, policy, interpretation, rule, code, order, guideline, permit, or other requirement or decision of any Government Authority, now or hereafter in legal force, relating in any way to the environment, human health, occupational health and safety, or transportation of dangerous goods, including principles of common law and equity.
- (m) **"Environmental Liability"** means any liability (including liability for Releases or Remediation), claim, demand, obligation, cause of action, remediation cost recovery action, investigation, proceeding, order, violation, damage, loss, cost, expense, injury, settlement payment, judgment, penalty, or fine asserted by any arm's length third party (including, without limitation, any private party or Government Authority), arising out of, relating to, or resulting from, directly or indirectly, in whole or in part, any Contamination or Hazardous Material.
- (n) **"Government Authority"** means any federal, provincial, city, municipal, county, regional, or local government or government authority, and includes any department, commission, bureau, board, administrative agency, or regulatory body of any of the foregoing.
- (o) **"Hazardous Material"** means any hazardous product, contaminant, toxic or corrosive substance, deleterious substance, special waste, hazardous waste, dangerous good or reportable substance that is identified, described in, or defined as such by Environmental Laws and any other substance the storage, manufacture, disposal, treatment, generation, use, transportation, Remediation, Release into, or concentration in the environment of which is prohibited, controlled, regulated, permitted, or licensed by any Government Authority or under Environmental Laws.
- (p) **"Improvements"** has the meaning defined in clause 8.1.
- (q) **"Landlord's Work"** means any and all work to be done by the Landlord in the Demised Premises and without limiting the generality of the foregoing, the work set forth in Article 2 and Schedule C.
- (r) **"Lands"** means those certain parcels or tracts of land situate, lying, and being in the City of Victoria, in the province of British Columbia with a civic address of 655 Belleville St. Victoria B.C. and more particularly known and described as:

PID: 026-633-647, LOT 1 SECTION 6 VICTORIA DISTRICT AND OF LOTS 1245 AND 1246, VICTORIA CITY PLAN VIP80727; and

PID: 003-691-861 LOT 1 OF LOT 1269, VICTORIA CITY, AND OF SECTION 6, VICTORIA DISTRICT, PLAN 12078

- (s) **“Landscaping”** means the landscaping of the Museum Complex, including fencing and the sprinkler and lighting systems.
- (t) **“Lease”** means this lease, including all of the attached Schedules.
- (u) **“Museum Complex”** means the Lands, the Building, and the Landscaping, and all buildings, erections, improvements, roads, parking lots, landscaping, signs, utilities, and services built or installed in, under, on, or to the Lands.
- (v) **“Operating Expenses”** means the total, without duplication, of the costs and expenses incurred by the Landlord for operating, renting, maintaining, insuring, repairing and replacing the Building, the Land or the Museum Complex.
- (w) **“Parties”** means the parties to this Lease and **“Party”** means any one of them.
- (x) **“Release”** and **“Releases”** means the deposit, escape, seepage, leakage, spillage, discharge, disposal, emission, leaching, or migration or any other means by which any Hazardous Material may be introduced into or travel through the environment.
- (y) **“Remediation”** or **“Remediate”** means the measures required to remove, clean up, remedy, manage, mitigate, or eliminate Contamination, or any adverse effects on the environment (including human health) of Contamination, to the applicable standards set by and in accordance with Environmental Laws or such other standard set by this Lease.
- (z) **“Rent”** means any or all of the Additional Rent and Basic Rent as the context requires.
- (aa) **“SSA Archives Stewardship Agreement”** means the agreement defined in Recital B of this Lease and attached hereto as Schedule A to this Lease.
- (bb) **“Schedule”** means, unless otherwise stated, a schedule attached to this Lease.
- (cc) **“Taxes”** means all taxes, rates, and assessments, whether general or specially levied or assessed by the Municipality for municipal, school, or other purposes, or levied or assessed by other lawful Government Authority for such purposes, payable by the Landlord in respect of the

Lands and Museum Complex and immovable accessories, but does not include taxes on the Landlord's income or capital, including provincial capital tax and federal large corporation capital tax assessed against the Landlord, the whole as finally determined for each applicable period of time as a result of an assessment, appeal, or judicial review.

- (dd) **"Tenant's Fixtures"** has the meaning defined in clause 8.2.
- (ee) **"Tenant's Taxes"** means all taxes, licences, rates, duties, and assessments imposed or levied by a lawful Government Authority covering any period during the Term and relating to or in respect of the business of the Tenant, or relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture, and movable partitions owned or installed by the Tenant at the expense of the Tenant or being the property of the Tenant, or relating to or in respect of Improvements to the Demised Premises built, made, or installed by the Tenant or at the Tenant's request, whether any such Tenant's Taxes are payable by law by the Tenant or by the Landlord and whether such Tenant's Taxes are included by the taxing authority in the taxes, licences, rates, duties, and assessments imposed or levied on or with respect to the Lands and the Building, except there will be no duplication with Taxes.
- (ff) **"Tenant Trademarks"** means those trademarks, trade names, and features and designs used in connection with and known and identified with stores presently or in the future operated or licensed by the Tenant.
- (gg) **"Term"** has the meaning defined in clause 3.2.
- (hh) **"Transfer"** means an assignment of this Lease, in whole or in part, or a sublease of the Demised Premises, in whole or in part, or the grant of a licence of occupation of part of the Demised Premises.
- (ii) **"Transferee"** means a party to which a Transfer is made.
- (jj) **"Unavoidable Delay"** has the meaning defined in Article 13.

1.2 The Schedules to this Lease form part of it, and are as follows:

Schedule A—SSA Archives Stewardship Agreement

Schedule B—Plan of Demised Premises

Schedule C—Landlord Work

2. LANDLORD'S WORK

2.1 The Landlord will complete the Landlord's Work no later than January 31, 2013.

- 2.2 The Landlord agrees (unless otherwise provided in Schedule C), at the Landlord's expense and at no cost or expense to the Tenant, to perform the Landlord's Work in a good and workmanlike manner, substantially in accordance with plans and specifications attached as Schedule C. The Landlord will cause all of the Landlord's Work to meet all provincial and municipal laws, regulations, and bylaws, including, without limiting the generality of the foregoing, current construction and safety codes and bylaws and Environmental Laws and regulations for the uses and purposes intended to be carried on by the Tenant, on the Demised Premises and in the Building. Without limiting the foregoing, the Landlord will use first-quality new materials in compliance with all applicable laws, regulations, bylaws, codes, rules, and statutes.
- 2.3 Upon completion of the Landlord's Work the Landlord warrants and represents that the Demised Premises will be fit for the purposes of carrying on the business of an archive repository.

3. DEMISE AND TERM

- 3.1 The Landlord hereby demises and leases the Demised Premises to the Tenant to have and to hold for and during the Term and upon and subject to the covenants and conditions in this Lease, and the Tenant accepts this Lease of the Demised Premises.
- 3.2 The term (the "Term") of this Lease will commence on January 13, 2013 and end on March 31, 2027. Should the SSA Archives Stewardship Agreement terminate, the Tenant may at its option terminate this Lease upon delivery of 5 days notice of termination to the Landlord. Should the Landlord breach its obligations hereunder, then Tenant, may, at its option, terminate the SSA Archives Stewardship Agreement upon delivery of five days notice of termination to the Landlord.
- 3.3 Should the Landlord redevelop the Lands, the Landlord will have the right to require the Tenant to vacate the Premises and to surrender the leasehold interest hereby created so far as it relates to the Premises with effect as at any date during the Term on the following terms and conditions:
- (a) The Landlord may exercise its right under this Article by giving the Tenant no less than 180 days written notice (the "Relocation Notice" of the date (referred to in this Article as the "Effective Date") on which the Tenant will be required to vacate the Premises, and providing particulars of the other matters required to be dealt with in accordance with the following provision of this Article;
 - (b) The Landlord will provide the Tenant with alternate premises in the Museum Complex (which alternate premises are herein called the "New Premises");

- (c) The utility of the New Premises, including the improvements therein, will be substantially the same in area and layout as the Premises, and if the New Premises are not in that condition when the Relocation Notice is given, then the New Premises will be brought into that condition by the Landlord on or before the Effective Date at the sole cost and expense of the Landlord;
- (d) The Landlord will pay for all costs on account of the relocation, including, without limitation, costs incurred in changing the Tenant's stationary and other like expenses;
- (e) The provisions of this Lease, save as herein expressly provided, will apply with respect to the New Premises as fully and effectively from and after the Effective Date as if the New Premises had been the premises hereby demised.

4. RENT

- 4.1 The Landlord agrees with the Tenant that there will be no Basic Rent or Additional Rent payable during the Term. Except as specifically provided in this Lease, all costs, expenses, and obligations of every kind and nature whatsoever relating to the Demised Premises, whether or not referred to in this Lease and whether or not of a kind now existing or within the contemplation of the parties, will be paid by the Landlord.
- 4.2 The Tenant will not pay during the Term of this Lease any amounts in relation to Operating Expenses.
- 4.3 The Landlord shall during the Term of this Lease pay all Taxes, and the Tenant has no obligation to pay any share of Taxes.

5. USE

- 5.1 The Demised Premises will be used and occupied for purposes of official archival repository for St. Joseph's Province, all as further described in the preamble to the Archival Stewardship Agreement; for any and all uses incidental and necessary to those purposes. In the operation of its business from the Demised Premises, the Tenant will use the name Sisters of St. Ann Archives.

6. SERVICES PROVIDED BY THE LANDLORD

- 6.1 The Landlord shall deliver all utilities to the Leased Premises during the Term, including, but not limited to, heat, gas, water, sewer, power.

- 6.2 The Landlord shall pay for all utilities used in the Demised Premises during the Term. The obligation of the Landlord to pay for utilities will extend to, but not be limited to, payment of heat, gas, water, sewer and power used in the Demised Premises.
- 6.3 The Landlord shall pay for, deliver, and if needed, install internet service and related infrastructure to the Demised Premises, such internet service to be for the exclusive use of the Tenant. The Landlord shall deliver and install such network cables and infrastructure as reasonably required by the Tenant. The Landlord shall cause all internet jacks to be installed to the specification of the Tenant and all internet service to be of the standard reasonably required by the Tenant.
- 6.4 The Tenant will provide, operate and maintain its own computers and servers at the Tenant's cost. The Tenant shall pay for its internet use.
- 6.5 The Landlord will provide the Tenant with a virtual presence on the British Columbia Archives' website for the duration of the Term. The Tenant will work with BCA staff to make sure website information is up-to-date and relevant. The Tenant shall inform the BCA of any changes to their contact information, and the Landlord shall cause its website to be updated accordingly.
- 6.6 The Landlord agrees with the Tenant, at no cost to the Tenant:
- (a) that the Landlord shall clean, repair and maintain the interior of the Demised Premises.
 - (b) that the Landlord agrees to seek the Tenant's approval of the cleaning service provider from time to time and to ensure the cleaning service provider complies with the applicable provisions of this Lease and all reasonable security requirements of the Tenant.
- 6.7 The Tenant agrees with the Landlord:
- (a) that the Landlord may contract out the cleaning services from time to time, and the Tenant shall provide reasonable access to the Demised Premises;
 - (b) that the Tenant will leave the Demised Premises in good repair, except reasonable wear and tear as otherwise agreed in this Lease;
- 6.8 The Landlord further covenants and agrees with the Tenant at no cost to the Tenant:
- (a) not to do or permit any act or neglect that may in any manner directly or indirectly cause injury to the Demised Premises or to any of the archival material, fixtures or appurtenances of them, or that may be or become a

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nuisance or interfere with the use of the Demised Premises or the archival material by the Tenant;

- (b) to maintain, clean, operate, upkeep, repair, and replace the Building and Museum Complex in accordance with all applicable laws and requirements and to the standard from time to time prevailing for a first-class archives repository and Museum Complex in Canada with specific reference to the use of the Demised Premises contemplated herein;
 - (c) to provide, maintain, repair, and replace all pipes, cables, wires, ducts, and conduits located in and on the Lands and for purposes of transmitting and carrying electricity, water, gas, and telephone and related communication facilities to the Demised Premises;
 - (d) in accordance with the standard described in subclause 6.8(b) and without limiting its general obligations in subclause 6.8(b), to repair, maintain, and replace the exterior faces, the structural elements and components, the roof and roof membrane, the foundations, the sump pumps and the drainage systems of the Building, bearing structures, subfloors, and roof structures and supports of the Building and of the exterior of the Building, including the exterior walls, roof, chimneys, gutters, and downspouts, and all needed repairs of and replacements to the sump pumps, heating, ventilating, and cooling equipment, wiring, plumbing, and sprinkler systems in the Building, and the sidewalk and landscaping adjacent to the Building.
- 6.9 The Landlord will provide security with respect to the Building, Land and Demised Premises to the standard commensurate with the use of the Building as the repository for the British Columbia Archives and the Tenant's use as set out herein.
- 6.10 The security personnel provided by the Landlord shall be available to the Tenant to assist in the provision of access to the Demised Premises by those of the Tenant's employees, clients and invitees with physical disabilities. At the reasonable request of the Tenant, its employees, clients and/or invitees, the security personnel provided by the Landlord shall be available to escort any of the Tenant's employees, clients and invitees who require the assistance of an elevator, from the entrance to the Building to the elevator and through the British Columbia Archives secure storage areas and into the Demised Premises.
- 6.11 The Landlord will provide the Tenant with access cards for each of the Tenant's employees, and replacement cards upon request from time to time. The access cards will provide access to the main floor of the museum exhibition hall, the external door of the Building and to the Demised Premises. Access cards in the possession of the Landlord, its employees or invitees shall not grant admission to the Demised Premises.

6.12 The Tenant will operate their own reference room and have their own registration procedures. The Tenant, its invitees, visitors, employees and clients may use the British Columbia Archives reference room, such use being regulated pursuant to the procedures and processes set out by the British Columbia Archives for public access to their records.

7. COMMON AREAS AND EASEMENTS

7.1 The Tenant, its employees, customers and invitees are granted the non exclusive license to use, in common with others so entitled, the public pay parking lots located on the Lands. There is no other parking made available to the Tenant on the Land.

7.2 The use and occupation of the Premises by the Tenant will include the non-exclusive licence to use, in common with others so entitled, the Common Areas subject to this Lease and to the exclusive control, management, and direction of the Landlord.

7.3 The Common Areas are a material consideration for the Tenant entering into this Lease. The Landlord may make changes to the Common Areas that do not affect the Tenant's access or visibility with the Tenant's consent, which consent will not be unreasonably withheld.

7.4 The Tenant will be allowed access to the Demised Premises and Common Areas from 06h00 to 18h00 Monday to Friday, with additional access provided by the Landlord upon reasonable notice delivered by the Tenant. The Landlord and the Tenant agree that the Tenant may, at times, host special events either within or outside of the British Columbia Archives' hours of operation, with security for such special events to be provided by the Landlord at no cost to the Tenant. The Landlord hereby grants to the Tenant the full, free, and unlimited right, liberty, and easement for the Tenant at all times as reasonably required for the Tenant's uses contemplated under this Lease, to enter, go, pass, and repass upon, along, and through and otherwise use the Land and the Building for the purposes of access to and egress from the Demised Premises for the purposes described in this Lease and the Common Areas, all in common with the Landlord (the "Easements").

7.5 With respect to all of the Easements granted to the Tenant by the Landlord in this Lease, the following terms, covenants, and provisions will apply:

- (a) all Easements will be for the benefit of and enjoyed by the Tenant and its employees, agents, contractors, licensees, customers, and invitees;
- (b) all Easements will be for a term commencing on the Commencement Date and ending on the expiry of the Term or earlier termination;

- (c) the burden of the Easements will bind and run with the Lands (save and except the Demised Premises) or any greater interest the Landlord may acquire in the Lands, being the servient tenement;
 - (d) the benefit of the Easements will be for the benefit of the Lease and the Demised Premises, being the dominant tenement; and
 - (e) the consideration for the Easements will be the Transfer of the Tenant's Records to the full stewardship and custody of the Landlord at the expiry of the Term, in accordance with the SSA Archives Stewardship Agreement.
- 7.6 Without restricting the generality of the Easements, the Tenant, its employees, contractors, agents, and invitees will have the following full and unrestricted licence during the Term to use the Common Areas, as required for operating the Tenant's business.
- 7.7 Subject to any further agreement between the parties, all mail, including courier packages, addressed to the Tenant will be delivered to the central loading dock in the Building. All outgoing Tenant's mail will be picked up from the central loading dock in the Building. A mailbox will be made available by the Landlord in the central loading dock for the use of the Tenant. The Tenant is responsible for picking up the Tenant's mail from the mailbox.

8. ALTERATIONS AND INSTALLATIONS

- 8.1 The Tenant will be entitled from time to time during the Term to make alterations, installations, removals, additions, or improvements (individually and collectively called "Improvements") in or about the Demised Premises with the Landlord's prior written consent.
- 8.2 For purposes of this Lease, the term "Tenant's Fixtures" includes and will be deemed to mean all items comprised in the Improvements (except of a permanent structural nature), Tenant's trade fixtures, and all items generally considered as leasehold improvements, including, without limitation, all fixtures, improvements, alterations, additions, installations, business equipment, inventory, trademarked items, signs, counters, shelving, and other removable personal property from time to time made, erected, or installed by or on behalf of the Tenant in the Demised Premises, all partitions however affixed, signs, and logos (notwithstanding the degree of affixation).
- 8.3 The Tenant will be permitted from time to time during the Term to alter, remove, replace, and install Tenant's Fixtures without obtaining the Landlord's approval, provided that the Tenant complies with clause 8.1 in connection with any such alteration, removal, replacement, or installation.

- 8.4 All Tenant's Fixtures in or upon the Demised Premises at the commencement of the Term and during the Term will, until the expiration or earlier termination of this Lease or any extension of it, be the Tenant's property, notwithstanding any rule of law or equity to the contrary and notwithstanding that the Tenant may not have paid for the installation of all such Tenant's Fixtures, provided that the Tenant may at its sole option leave any of the Tenant's Fixtures on the Demised Premises on the expiration or earlier termination of this lease.
- 8.5 During the Term, upon the expiration or earlier termination of the Term, and for a period of 21 days after such expiration or termination, the Tenant will, without the payment of any Additional Rent and notwithstanding any rule of law or equity to the contrary, have the right to remove from the Demised Premises all Tenant's Fixtures, furniture, equipment, machinery, and chattels, provided that the Tenant will repair any damage to the remaining elements of the Building, will remove all debris, waste material, and refuse from the Demised Premises, and will leave the Demised Premises in a clean and orderly state.

9. LANDLORD'S ACCESS TO DEMISED PREMISES AND OTHER AREAS

- 9.1 The Landlord, and its agents will, subject to complying with the provisions of clause 9.2, have the right to enter the Demised Premises for the purposes of making such inspections, repairs, alterations, and improvements as the Landlord may be required to make by law and for purposes of the Landlord carrying out its obligations under this Lease, including the Landlord's obligation to provide security to the Demised Premises. The Landlord will also have the right to enter the Demised Premises for the purposes of shutting off the valve for water for the second floor of the Building in an emergency and for conducting routine maintenance to the water shut off valve. The Landlord and the Tenant will work together to develop a protocol around maintenance access and emergency access to the water shut off valve.
- 9.2 Except in cases of emergency, the Landlord will give the Tenant reasonable notice before entering the Demised Premises under clause 9.1 and, to the extent possible in the circumstances, will enter the Demised Premises at such times as are convenient to the Tenant and that will cause the least disturbance or interruption of the Tenant's business. If requested by the Tenant, the Tenant will be entitled to have its representative present during all such entry by the Landlord. All inspections, repairs, alterations, improvements, and additions will be made in such manner as to minimize the disturbance or interruption of the Tenant's business and to appropriately safeguard and restrict access to the SSA Archives and the Landlord will cooperate fully with the Tenant to maintain adequate security within the Demised Premises while such operations are being conducted. Promptly upon completion of such operations, the Landlord will ensure that the Demised Premises are restored to the condition existing before entry by the Landlord.

10. ENVIRONMENTAL SAFETY

- 10.1 The Landlord represents and warrants that, as of the date of this Lease and as at the Commencement Date, there is no Contamination or Hazardous Material in, on, about, or under the Museum Complex, and the Landlord covenants that during the Term, there will continue to be no Contamination or Hazardous Material in, on, about, or under the Museum Complex, other than as previously disclosed to the Tenant. The Tenant acknowledges that the Landlord has disclosed the presence of asbestos in the walls of the Demised Premises.
- 10.2 If during the Term any Contamination or Hazardous Material is Released or discovered in, on, about, or under the Museum Complex then:
- (a) The Landlord will immediately notify the Tenant of the existence, nature, and location of the Contamination or Hazardous Material.
 - (b) The Tenant may require the Landlord, by written notice, to obtain at the Landlord's expense and provide to the Tenant such further information (including reports prepared by environmental consultants) to the extent the Tenant considers necessary to allow it to assess the nature, extent, and potential effects of any Contamination or Hazardous Material.
 - (c) The Landlord, at the Landlord's cost, will as soon as is reasonably possible Remediate the Contamination or Hazardous Material to the extent required by Environmental Laws.
 - (d) If the Tenant deems it necessary or desirable to eliminate or mitigate any potential or perceived danger or hazard to the health of the Tenant's employees, records or customers, the Tenant may require the Landlord to Remediate the Contamination or Hazardous Material by such date as specified by the Tenant, acting reasonably, and to the extent the Tenant considers necessary to mitigate or eliminate such danger or hazard, failing which the Tenant may, but will not be obliged to, Remediate the Contamination or Hazardous Material and terminate this Lease.
 - (e) The Landlord will conduct Remediation as follows:
 - (i) remediation will be undertaken only after reasonable advance written notice by the Landlord to the Tenant;
 - (ii) remediation will be undertaken in accordance with Environmental Laws and so as to minimize any impact on the business conducted at the Demised Premises and the SSA Archives; and

should the Landlord not satisfactorily comply with either or both of paragraph (c)(i) and (c)(ii) above, the Tenant may at the Tenant's option, without liability on its part, and without limiting any of the Tenant's rights or remedies, terminate the Lease.

11. INSURANCE

11.1 The Landlord accepts as sufficient insurance in respect of the Demised Premises the coverages, amounts, and deductibles contained in the Tenant's blanket policy from time to time in force, and will not require the Tenant to obtain for the Demised Premises any additional coverages or amounts that the Tenant does not maintain under its blanket policy. The Tenant will throughout the Term maintain and keep in effect the insurance described in this clause allowing for reasonable changes to such insurance. At the request of the Landlord, the Tenant will furnish the Landlord with certificates evidencing insurance referred to in this Article 11.

11.2 The Landlord will take out and maintain throughout the Term:

- (a) all risk property insurance with coverage that would be carried by a prudent landlord for an provincial archives repository and Museum Complex similar to the Museum Complex, in an amount equal at all times to the full replacement value;
- (b) comprehensive general liability insurance with respect to the Museum Complex in an amount and for coverages that would be carried by a prudent landlord of a Museum Complex similar to the Museum Complex;

11.3 The Landlord hereby releases the Tenant, and those for whom the Tenant is in law responsible, from all damages as a result of occurrences that the Landlord is required to insure against under this Lease or that it otherwise insures against, and all such property loss policies of insurance effected by the Landlord will contain a waiver of any subrogation rights that the Landlord's insurers may have against the Tenant and those for whom the Tenant is in law responsible and will not at any time contain any co-insurance provisions. The proceeds of the all risk property insurance will be applied to rebuilding the Demised Premises or the Museum Complex, as the case may be, pursuant to the provisions of this Lease. At the request of the Tenant, the Landlord will furnish the Tenant with certificates evidencing insurance referred to in this Article 11.

11.4 Neither the Landlord nor the Tenant will do or permit anything to be done in the Demised Premises or at any other place in the Museum Complex that would impair or invalidate the obligation of any policy of insurance on the Demised Premises or the Museum Complex or any part of them or would result in the premium for any such policy being increased; and in the event of either the Landlord or the Tenant being responsible for any such impairment, invalidation, or increase it will, promptly after receipt of notice from the other Party, take such

steps as are necessary to remedy the situation and pay the amount of any such increase; and in the event of the cancellation or a threatened cancellation of any such policy, the Party not responsible for it will have the right to enter upon the Demised Premises and remedy the situation and recover the cost of the remedy to or from the Party responsible, as the case may be.

- 11.5 Each Party will give the other Party immediate notice in case of fire or accident of which the Party is aware in the Demised Premises or in the Museum Complex.

12. ARBITRATION

- 12.1 Any dispute between the Parties, whether arising during the Term of this Lease or during any Extension or any time thereafter, which touches upon the validity, construction, meaning, performance, or effect of this Lease or the rights and liabilities of the Parties or any matter arising out of or connected with this Lease will be subject to arbitration under the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55, or any legislation in substitution for that Act, and as provided in this Article 12.

- 12.2 The Parties will together nominate one arbitrator. If the Parties are unable to agree in the selection of an arbitrator, the arbitrator will be designated by a coin toss between the Landlord's choice of arbitrator and the Tenant's choice of arbitrator.

- 12.3 The arbitration will take place in the Municipality or such place as the chair decides, and the time and place in the Municipality so determined will also be fixed by the chair for the purpose of hearing such evidence and representations as either of the Parties may present. The arbitrators and the chair will, after hearing any evidence and representations that the Parties may submit, make their decision and reduce it in writing and deliver one copy of it to each of the Parties. The majority of the chair and arbitrators may determine any matters of procedure for the arbitration not specified in this Article 12.

- 12.4 If the Party receiving the notice of the nomination of an arbitrator by the Party desiring arbitration fails within 15 Business Days to nominate an arbitrator, then the arbitrator nominated by the Party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he or she thinks fit and his or her decision, subject to the provisions of this Article 12, will be binding upon the Parties.

- 12.5 Notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the Parties so agree, in which event the provisions of this Article 12 will apply with the necessary changes made.

- 12.6 The cost of the arbitration will be borne by the Parties as may be specified in such determination.

13. UNAVOIDABLE DELAY

- 13.1 If the Landlord fails to observe or perform any of the covenants or obligations imposed upon it in this Lease and such failure has been occasioned by or in connection with or in consequence of Unavoidable Delay as hereinafter defined, such failure will be deemed not to be a breach of such covenants or obligations.
- 13.2 For the purpose of this Lease, "Unavoidable Delay" means any act beyond the control of the Landlord including but without restricting the generality thereof, lightning, earthquakes, and storms, strikes, lockouts, shortage of necessary labour or other industrial disturbances, acts of public enemies, sabotages, war, terrorism, blockades, riots, epidemics, quarantine restrictions, landslides, floods, fires, washouts, and any acts, rules, regulations, orders, or directives of any government or Government Agency, civil disturbances, rebellion, explosions, the order of any court, or any other causes whether enumerated in this clause 13.2 or otherwise not reasonably within control of the Landlord and that by the exercise of due diligence by the Landlord is unable to overcome. In the event of a strike or lockout, the Landlord shall keep the Tenant fully informed and apprised of ongoing labour negotiations. The Tenant shall keep any such information confidential.
- 13.3 If the Landlord claims Unavoidable Delay, the Landlord will immediately notify the Tenant in writing after the beginning of the occurrence. The Landlord will give the Tenant advance notice of any Unavoidable Delay where known to Landlord, particularly advance warning of any potential labour disruptions in order for the Tenant to make necessary arrangements for the conduct of its business during any unavoidable delay. Any such advanced notice will be kept confidential by the Tenant.
- 13.4 Except as otherwise provided in this Lease, Unavoidable Delay, notified as above, will automatically prolong the terms of the contractual obligations of both Parties.
- 13.5 In the event of an Unavoidable Delay and if as a result the Tenant will not be able to substantially operate its business for a period beyond 120 days or more, then the Tenant at any time after the commencement of the Unavoidable Delay will have the right to terminate this Lease by delivering written notice of cancellation to the Landlord.

14. TITLE/SUBORDINATION

- 14.1 If the Landlord sells or otherwise transfers any interest in the Lands and the Building (other than by way of leases for retail, office, or other bona fide Museum Complex purposes or by way of mortgage, charge, or other encumbrance as security), the Landlord will cause the purchaser or transferee, as the case may be, to enter into an agreement with the Tenant under which such purchaser or transferee covenants that, so long as it retains any interest in the Lands and

Building, it will perform the obligations of the Landlord under this Lease and be bound by all of the provisions of this Lease, including this provision as to sales or other transfers, which will apply to each and every subsequent sale or transfer of any interest in the Lands and Building.

- 14.2 The Landlord covenants and agrees with the Tenant for quiet enjoyment and without limiting the generality of the foregoing the Landlord covenants with the Tenant that the Tenant will and may peaceably possess and enjoy the Demised Premises for the Term without any interruption or disturbance from the Landlord, its heirs, executors, administrators, or assigns, or any other person or persons lawfully claiming by, from, or under the Landlord, or any of them.

15. DAMAGE OR DESTRUCTION

- 15.1 If and whenever during the Term the Demised Premises are destroyed or damaged by fire, lightning, or tempest, or any of the perils insured against under Article 11, then and in every such event, if the damage or destruction is such that the Demised Premises are rendered wholly unfit for use or it is impossible or unsafe to use them, and if in either event the damage, as agreed between the Landlord and Tenant (or, failing such agreement, in the opinion of a duly qualified consultant appointed by the Landlord to be given to the Tenant within 15 Business Days of the happening of such damage or destruction), cannot be repaired or replaced with reasonable diligence within 240 days from the happening of such damage or destruction or before the expiry of the Term, whichever is earlier (the "Repair Period"), then either the Landlord or the Tenant may, within 15 Business Days next succeeding such agreement (or the giving of the opinion of the duly qualified consultant appointed by the Landlord), terminate this Lease by giving notice in writing of such termination, in which event this Lease and the Term hereby demised will cease and be at an end, and in the event that the Tenant does not so terminate this Lease, then the Tenant will repair or replace the Demised Premises with all reasonable speed;
- 15.2 If the Building apart from the Demised Premises is damaged or destroyed by fire or other casualty, and as long as the Lease has not been terminated under clause 15.1, the Landlord will repair such damage and will in the case of the Building being substantially destroyed, rebuild or restore the Building with such changes, modifications, and alterations in the design and structure as are approved by the Tenant, such approval not to be unreasonably withheld.
- 15.3 The Tenant and the Landlord acknowledge that the Building is located below sea level and there is a risk of flooding. The Landlord shall ensure adequate sump pumps operate at all times in order to insure that the water does not flood the Building. The Landlord will immediately notify the Tenant of a risk of flood.

The Landlord and Tenant will develop an emergency flood plan and activate such plan on significant threat of flooding.

16. DEFAULT/REMEDIES

- 16.1 The Landlord has no right of distress whether at common law or by statute.
- 16.2 The Parties agree with each other that if a Party violates or neglects any covenant, agreement, or stipulation in this Lease required to be kept, performed, or observed by that Party, for 10 days after written notice of the default from the non-defaulting Party to the defaulting Party, then the non-defaulting Party may, but will not be obliged in addition to any other remedy now or hereafter provided by law, remedy the default; and the cost and expense of doing so will be due and payable by the defaulting Party upon demand by the non-defaulting Party.

17. NOTICES

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered or sent by telecopier or other means of electronic transmission of documents to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party at:

If to the Landlord:

675 Belleville Street, Victoria, B.C. V8W 9W2

Attention: *Mr. Gary Mitchell, Vice President Archives, Collections & Knowledge, or his designate*

If to the Tenant:

1550 Begbie St., Victoria, B.C.

Attention: **Province Leader Sister Marie Zarowny or her designate.**

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the fifth business day next following the date of its mailing unless at the time of mailing or within five business days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered or sent by telecopy or other means of electronic transmission. Any notice delivered or sent by electronic transmission to the party to whom it is addressed shall be deemed to have been given and received on the business day next following the day it was delivered or transmitted.

18. CONSENT

- 18.1 If the Landlord is required to give its consent or approval in this Lease to any matter, item, or request of the Tenant, then unless the contrary is expressed in the relevant clause of this Lease, the Landlord expressly covenants that it will not unreasonably nor arbitrarily withhold or delay such approval or consent.
- 18.2 If the Tenant is required to give its consent or approval in this Lease to any matter, item, or request of the Tenant, then unless the contrary is expressed in the relevant clause of this Lease, the Tenant expressly covenants that it will not unreasonably or arbitrarily withhold or delay such approval or consent.

19. COMPLIANCE WITH LAWS

- 19.1 The Landlord will, at its sole cost and expense, comply with all provisions of law, including, without limiting the generality of the foregoing, all requirements of all federal and provincial legislative enactments, bylaws, and other governmental or municipal regulations now or hereafter in force that relate to the making of any repairs, replacements, alterations, additions, changes, substitutions, or improvements of or to property. The Landlord will comply with all police, fire, and sanitary regulations imposed by any government, provincial, or municipal authority.

20. INTERPRETATION

- 20.1 At all times during the Term each Party hereunder shall act under this agreement, and under the SSA Archives Stewardship Agreement, in the best interest of the SSA Archives, with a view to preserving the SSA Archives for future generations.
- 20.2 This Lease will be construed in accordance with the laws of the province of British Columbia.
- 20.3 Where required, the singular number will be deemed to include the plural, and the neuter gender the masculine or feminine, and vice versa as the context may require.
- 20.4 Time is of the essence of this Lease.
- 20.5 All obligations on each of the Parties in this Lease will be construed and read as if they are covenants notwithstanding that the term "covenant" is not used.
- 20.6 Schedules A to C inclusive attached to this Lease are incorporated in and form part of this Lease.

20.7 The headings in this Lease are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Lease.

20.8 This Lease will be binding upon and enure to the benefit of the Parties and their respective successors and assigns.

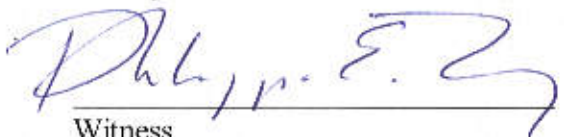
SIGNED, SEALED AND DELIVERED
in the presence of:




Witness

) **The Royal British Columbia Museum**
) **Corporation**
) Per: 
) _____
) *Authorized Signatory*
) _____
) *Authorized Signatory*

SIGNED, SEALED AND DELIVERED
in the presence of:



Witness

) **The Sisters of Saint Ann**
) Per: _____
) _____
) 
) *Sister Marie Zarowny*
) *February 01, 2013*

This lease should include the following schedules:

- Schedule A—SSA Archives Stewardship Agreement*
- Schedule B—Plan of Demised Premises*
- Schedule C—Landlord Work*

THIS AGREEMENT made in triplicate the 13 day of January 2012

BETWEEN:

The Royal British Columbia Museum Corporation (RBCM)

and

The Sisters of St. Ann (SSA)

Incorporated April 23, 1892

PREAMBLE

The Royal British Columbia Corporation includes the British Columbia Archives (BCA).

The BC Archives, since 1894, have been collecting records of British Columbia's history, preserving them for the future, and sharing them with our citizens and researchers around the world. Their archival holdings include: government documents and records; private historical manuscripts and papers; photographs; paintings, drawings and prints; maps, charts and architectural plans; audio and video tapes; film; with a strong emphasis on the social and political history of British Columbia and the Pacific Northwest.

The first four pioneer Sisters of St. Ann and their companion arrived in Victoria on 5 June 1858 and at once began keeping the records that would become the basis for the Sisters of St. Ann Archives.

The Sisters of St. Ann Archives is the official archival repository for St. Joseph's Province (**Schedule A**). It maintains the non-current records created, received and/or transferred which are related to the activities of the Sisters of St. Ann within St. Joseph's Province in both temporal as well as spiritual matters. It provides reference service to the Provincial Administration, community members, students, researchers and other interested members of the general public. It also provides educational and outreach programming whenever possible to increase awareness and appreciation of the Sisters' history, principles and development in St. Joseph's Province (**Schedule D**). The Sisters of St. Ann Archives is a private Archives which houses and maintains the records for the use of, and pertaining to, the Sisters of St. Ann and related entities. The holdings of the Sisters of St. Ann Archives that include the records of St. Joseph's Province which are deemed to be archival and of enduring value, will be deposited by the SSA with the RBCM and will constitute a separate and distinct body of records within the holdings of the RBCM.

1. STATEMENT OF INTENT

It is the expressed intent of this Agreement between the RBCM and the SSA that the RBCM receive as a deposit the privately owned archival records, artifacts and art of the SSA and provide the physical storage of said deposit.

Furthermore, the SSA Archivist is to accompany the records and be responsible for managing, appraising, acquiring, arranging, describing, preserving, and providing access to the records.

While the archival holdings will be located at the RBCM, the ownership, control, and copyright of the archival holdings will be retained by the SSA.

The SSA Archivist shall be employed by the SSA until the expiry of this agreement.

Transfer of the records to the full stewardship and custody of the RBCM will take place at the expiration of this agreement.

IN CONSIDERATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, the parties agree as follows:

2. DEFINITIONS IN THIS AGREEMENT

- (a) **“Archival Record”** means an original of any record in any media, created by or pertaining to the SSA and its related entities, that is deposited by the SSA with the RBCM;
- (b) **“SSA Archivist”** means the person employed by the SSA to manage the archival holdings of the SSA and to promote and keep alive the legacy of the SSA;
- (c) **“Closed Access”** means an archival record to which access is denied except with the permission of the Province or Congregational Leader, SSA representative or SSA Archivist, and is identified as such in this Agreement and is more particularly set out in **Schedule B**;
- (d) **“Congregational Leader”** means the person who governs the entire Congregation of the Sisters of Saint Anne according to the Constitutions of the Sisters of Saint Anne;
- (e) **“Commercial Use”** means any use of archival records for which the user is charging a fee and for which a profit is expected;

- (f) **“Deposit”** means the body of archival records, artifacts and art placed under the physical protection, safekeeping and support of the RBCM pursuant to this Agreement;
- (g) **“Facility”** means the RBCM;
- (h) **“Fonds”** means all of the records/documents, regardless of form or medium, created and/or received and used by a particular individual, family, corporate body or government body in the course of the creator's activities or functions;
- (i) **“Open Access”** means an archival record to which access is permitted to appropriate persons under ordinary conditions without the prior express written consent of the SSA Archivist or SSA representative as more particularly set out in **Schedule B**;
- (j) **“Province Leader”** means the person who governs the region known as St. Joseph's Province according to the Constitutions of the Sisters of St. Anne;
- (k) **“Public Use”** means the use of archival records other than for private study or research;
- (l) **“Researcher”** means any person requesting access to an archival material in order to carry out research;
- (m) **“Research and Reference Services”** means the services provided by the SSA Archivist to enable a researcher to access open archival records, and includes assistance relating to finding aids;
- (n) **“Restricted Access”** means an archival record on which is placed a limitation on access and is identified as such in this Agreement by the SSA as more particularly set out in **Schedule B**;
- (o) **“Sacramental records”** means the records of the seven sacraments in the Roman Catholic Church. These records are protected by Canon Law and are only available to the person listed in the record or his/her direct relatives, legal representative and ecclesiastical authorities (**Schedule C**).
- (p) **“Transcript”** means the accurate certified copy, but not a reprographic reproduction.

3. TERM OF THE AGREEMENT

The term of this Agreement shall be for the period commencing on **13 January 2012** and ending on the **31 March 2027**.

At the end of the term of the agreement, the transfer of the SSA archives to the full stewardship and custody of the RBCM will be complete with a donor agreement signed by representatives of the SSA and the RBCM.

Terms and conditions of the donor agreement will be set down within five (5) years of the signing of this agreement and will come into effect **1 April 2027**.

4. SSA ARCHIVIST

The SSA shall employ their own Archivist who shall be the official SSA Archivist for the term of the agreement. All salaries, benefits and pension shall be paid by the SSA.

The SSA Archivist is exclusively responsible for the management, arrangement, description, appraisal, access and reference service of the holdings of the SSA Archives and for the promotion and perpetuation of the legacy of the SSA.

Prior to the end of the term of this agreement, the SSA Archivist will train a RBCM Archivist who will subsequently be responsible for the deposit. The SSA Archivist will inculcate and educate on the foundation of Congregational archives, the SSA tenets and culture as well as policies and procedures unique to the SSA holdings.

5. AUTONOMY

It is the intent of the RBCM and the SSA that a clearly evident and distinct separation shall be maintained at all times between the activities of the SSA Archives and those of the BC Archives, and every effort shall be made to avoid the impression that the management and decision-making process of the SSA Archives are directed by the BC Archives or that the arrangement and administration of the BC Archives are being directed by the SSA Archives.

The Collection known as The Sisters of St. Ann Archives will be a distinct entity within the RBCM and will continue to be called such in perpetuity.

6. ARRANGEMENT AND DESCRIPTION

It is the responsibility of the SSA to provide an inventory of the records as well as finding aids for each series and to provide copies both in paper and electronic format to the RBCM at the time of deposit. Permission is granted to the RBCM to provide access to the finding aids on their website.

The series listed and maintained will constitute the SSA archival holdings deposited at the RBCM under this Agreement. This information will also be entered in and maintained on the RBCM automated collections management system, except where records are closed or restricted.

7. ACCRUALS

The SSA anticipates accruals to the SSA fonds which will include records from individual Sisters of St. Ann, present and former staff, former Sisters, employees, students, St. Joseph's School of Nursing Alumnae and other associated organizations.

8. ACCESS

Access to the records will be administered by the SSA Archivist in accordance with its own policies and procedures. Deposited records will be available to responsible researchers for consultation unless: a) the Archivist deems that they are too fragile and unsuitable for manipulation, or b) they are identified or marked as restricted or closed for reasons of confidentiality. **Schedule B**

9. WITHDRAWALS

Records, artifacts and art that form part of the deposit may be withdrawn temporarily by the SSA. Notices will be given in advance to the RBCM by the SSA Archivist. The SSA will assume all responsibility and expenses incurred as a result of a withdrawal.

10. HOURS OF OPERATION

The hours of operation will not necessarily correspond to the RBCM hours of operation but the hours will be set for the year in the January of each year and will not extend beyond those of the RBCM.

If the SSA Archivist is absent there will be no access to SSA Archives by any RBCM staff or the public.

11. COPYING - Images

In order to preserve the privacy and confidentiality of the SSA, the SSA Archivist will be responsible for scanning SSA Archives images for reproduction. Fees may be applicable as per the SSA fee schedule.

12. COPYING - Textual Records

Copies of open records may be made for researchers provided that the Archivist believes that they can be copied safely. The Archivist will inform the researchers that no records may be published for profit in whole or in part, in any medium print or electronic without the written permission of SSA Archivist, SSA Province or Congregational Leader or SSA representative.

13. LICENCING

Licensing will be in accordance with SSA policies and procedures. Researchers must provide a letter of intent of use to the SSA Archivist for approval of any commercial or public use of an archival record. Authors of academic or non-profit works may freely use the records.

Use of any SSA records leading to publication in any format must be properly credited using the identification number and the statement "from the Sisters of St. Ann Archives, at the RBCM, used with permission. "

If a publication is based on SSA records, at the discretion of the Archivist, the researcher must offer a copy to both the SSA Archives and the RBCM.

14. USAGE FEES

Publication of records may be subject to a fee as per the SSA fee schedule.

15. COPYRIGHT

The SSA retains copyright over the deposited records and has the right to give permission for use of their content.

16. EXHIBITIONS

In consideration of the contribution of the Sisters of St. Ann to the history of the Pacific North West, the following institutions may request selected artifacts, artwork and copies of records for loan/or study to further the legacy and principles of the Congregation. These institutions are:

- The Sisters of St. Ann, Victoria, and la Congregation des Soeurs de Sainte-Anne, Lachine, QC
- The Royal British Columbia Museum
- The Roman Catholic Diocese of Victoria
- St. Ann's Academy National Historic Site
- The Society of Friends of St. Ann's Academy
- The Art Gallery of Greater Victoria
- St. Joseph's School of Nursing Alumnae Archives
- La Société francophone de Victoria

The SSA Archivist will apply the SSA policies and will ensure, for approved loans, the proper documentation regarding arrangements such as transportation, condition reports, security and insurance is completed.

Public Declaration of Sacred Goods

For items considered holy or blessed (holy habits, profession crosses, profession rings) or sacred (relics, reliquaries, chalices etc.) the SSA Archivist shall include a disclaimer that the items are no longer to be employed for their original purpose but may be used to teach and inform.

17. ASSISTANCE FROM THE RBCM

Guidance

The RBCM shall provide advice, as they do to other British Columbia museums and archives, on professional, technical and conservation matters to persons designated by the SSA.

Agreement of Tenancy

The SSA and RBCM will enter into an agreement of tenancy which will state the responsibilities and obligations for each party under this agreement. The RBCM will provide a dedicated, secure area for the SSA Archives and its Archivist.

The agreement of tenancy will include provisions for:

- Work space and storage
- Insurance
- Security
- Building services (heat, light, etc.)

The tenancy agreement will be signed within 90 days of this agreement's completion.

Volunteers and Temporary Employees of the SSA

Any volunteers or temporary employees of the SSA will comply with all policies and procedures of the SSA and RBCM whilst carrying out specified duties.

Damage and Repair to Archival Records

Where the SSA Archivist determines that an archival record, artifact or art is damaged and requires specific or specialized conservation treatment, the RBCM will assist and at the discretion and expense of the SSA, the RBCM will provide the specific or specialized conservation treatment to repair the damage.

Relocation

In the event the SSA Archives is relocated within the RBCM complex, the RBCM will bear all expenses.

18. INSURANCE

The SSA shall be responsible for insuring its staff for personal injury, personal belongings, holdings of monetary value and equipment owned by the SSA directly or indirectly connected with this Agreement and located at the RBCM against "All Risk" of physical loss, theft, or damage.

19. ACCIDENT REPORTING

The SSA Archivist shall ensure that any occurrence which causes or may lead to personal injury or property damage at the RBCM that comes to SSA Archivist's attention is reported immediately to the Chief Financial Officer or the Chief Executive Officer of the RBCM and the SSA Province Leader or her designate.

The SSA shall comply with all requirements of the *BC Workers Compensation Act* in relation to its staff.

20. HOLD HARMLESS

The SSA agrees to hold harmless the RBCM, its employees and agents from any and all third party claims, demands or actions for which the SSA is legally responsible, including those arising out of negligence or willful acts by the SSA or by the SSA's employees, volunteers or agents in the performance of this Agreement.

The RBCM agrees to hold harmless the SSA, its employees and agents from any and all third party claims, demands or actions for which the RBCM is legally responsible, including those arising out of negligence or willful acts by the RBCM or by the RBCM's employees, volunteers or agents in the performance of this Agreement.

This hold harmless shall survive this Agreement.

21. ADVERTISING

Any promotional or advertising material produced by the SSA relating to any of its activities pursuant to this Agreement may, with permission of the RBCM, include clearly and prominently the words "in cooperation with the Royal BC Museum" using the official mark as provided by them. The RBCM permission may include RBCM review of the proposed publication.

22. BRANDING

The SSA Archivist will ensure that each deposit carry a prominent and public notice that it is a deposit from The Sisters of St. Ann, Victoria BC. The SSA Archivist will also ensure that this notice be included in catalogues of objects deposited. The notice should indicate: "*This deposit from The Sisters of St. Ann*".

23. MISCELLANEOUS

The Agreement will comply with all laws, regulations, bylaws and other requirements imposed by federal, provincial and municipal authorities.

The SSA will have no power or authority to bind the RBCM or to assume or create any obligation or responsibility, express or implied, on the RBCM's behalf or in its name, nor will it hold itself out to anyone as the agent, employee or partner of the Corporation.

The RBCM will have no power or authority to bind the SSA or to assume or create any obligation or responsibility, express or implied, on the SSA's behalf or in its name, nor will it hold itself out to anyone as the agent, employee or partner of the Corporation.

Neither this Agreement nor any rights, remedies, liabilities or obligations arising under it or by reason of it will be assignable by either party without the prior written consent of the other party.

A dispute arising from this agreement which cannot be resolved will be directed to the signatories for resolution.

All communications, including any notice or cancellation under this Agreement which may be or is required to be given by either party to the other will be in writing and conclusively deemed validly given or delivered to and received by the addressee if delivered personally, on the date of delivery; if transmitted by facsimile on the date of transmission or, if sent by pre-paid registered mail, on the fifth business day after mailing the same in British Columbia to the parties at their respective address:

RBCM: 675 Belleville Street, Victoria BC, V9W 9W2
SSA: 1550 Begbie Street, Victoria, BC V8R 1K8

24. RBCM/SSA REPRESENTATIVES

The RBCM designates Gary Mitchell as the RBCM's representative for the purpose of administrating this Agreement.

The SSA designates Marie Zarowny, SSA, President/Province Leader as the SSA's representative for the purpose of administering this Agreement.

Each party will notify the other of any changes to the designates within 30 days of the change.

25. TERMINATION

The parties consider this to be a permanent deposit that will not be terminated.

26. CONFIDENTIALITY

Any data or other information concerning the RBCM or any other department, board, agency or commission of Her Majesty, the Queen in the right of British Columbia, that is obtained by the SSA, its employees or volunteers, in providing services pursuant to this Agreement, shall be treated as confidential and shall not be disclosed to any other person. This Agreement, however, may be disclosed by the SSA.

Any data or other information concerning the SSA, that is obtained by the RBCM, its employees or volunteers, in providing services pursuant to this Agreement,

shall be treated as confidential and shall not be disclosed to any other person.

- This Agreement, however, may be disclosed by the RBCM.

27. TIME OF ESSENCE

In this Agreement, time is of the essence.

28. AMENDMENT

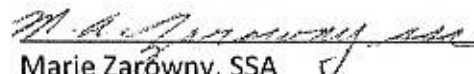
This Agreement may be amended by mutual agreement in writing between the parties during the term of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the date written below:

The Royal British Columbia Museum
Corporation

The Sisters of St. Ann, Victoria BC


Pauline Rafferty
Chief Executive Officer


Marie Zarowny, SSA
President/Province Leader


Witness


Philippa Turney
Province Secretary

Dated in Victoria BC January 13, 2012

Schedule A

The Sisters of St. Ann in the Pacific Northwest British Columbia, Alaska and Yukon

(Incorporated 23 April 1892)

The Sisters of St. Ann are a congregation of women religious founded in Vaudreuil, Quebec in 1850 by Marie Esther Blondin, now Blessed Marie Anne Blondin. On June 5, 1858, four Sisters and a lay woman arrived in Victoria to begin educating children of the colony. Their arrival coincided with the Fraser Gold Rush, necessitating a response to ever changing needs. They lived in a log cabin which became their first school, not only for aboriginal children but for children of the settlers as well. The school flourished, necessitating various additions and locations. In 1871, they built the first wing of what has become St. Ann's Academy, now a National Historic Site. Throughout the years, the education and health care provided by the Sisters of St. Ann in Victoria established them as a vital and important part of the civic community. Subsequent to their arrival in Victoria, the Sisters founded schools, hospitals and a broad spectrum of programs in communities throughout BC, the Yukon, Alaska and Washington State.

St. Joseph's Province

St. Joseph's Province is a canonical term referring to Sisters and the local communities in which they live together, forming a constitutionally established region of the Congregation of the Sisters of Saint Anne. It is also a civil corporation with the name: The Sisters of St. Ann.

Geographically, St. Joseph's Province historically included Sisters serving in British Columbia, Alaska, Yukon Territory, and Washington State. Later, the Sisters were involved with various ministries in other provinces and countries. At the present time, St. Joseph's Province comprises Sisters living and working in British Columbia, Ontario and Montana.

Schedule B Access Policies

The Sisters of St. Ann Archives defines three levels of access to records:

Open Access

Open access means archival records to which access is permitted to appropriate persons under ordinary conditions and without the prior express written consent of the SSA Archivist or SSA Representative.

SSA Archives holdings deemed to be open access may be consulted and/or reproduced for research or private study in accordance with Sections 29 and 30 of the Copyright Act (Canada) without obtaining additional permission of the SSA Province or Congregational Leader or SSA representative.

A summary of the holdings of the SSA Archives and comprehensive finding aids will be made available to researchers.

Closed Access

These records are closed to all researchers. The Province or Congregational Leader, her representative and the SSA Archivist will have exclusive access to these records. The Sisters of St. Ann recognize that their Archivist may need to consult the closed records on behalf of researchers and may release certain information at her discretion.

Restricted Access

Archival records deemed to have Restricted Access are records on which is placed a limitation on access.

The SSA Archives will maintain a list of closed and restricted records, a duplicate of which will be provided to the RBCM.

The SSA designates the following representatives to make access decisions, for any archival records that are marked or otherwise identified as Closed or Restricted Access, and to provide written notice of these decisions to the RBCM:

- (a) The Sisters of St. Ann Province or Congregational Leader or her representative, or
- (b) The Archivist of the Sisters of St. Ann

Special Restriction

The SSA will not copy any sacramental, adoption, baptismal, marriage or burial records, except by means of a verbatim transcript of the information certified as a true copy of the original by the SSA Archivist or SSA representative.

Sacramental records contain confidential information concerning legitimacy, parents' and child's names, dates and places of birth etc. and are considered to be CLOSED.

There is at least one private adoption record. This and any other similar records are also considered CLOSED.

Schedule C

Sacramental Records and Registers

Sacramental Records are historical, ecclesiastical documents, and the information in them is confidential. There are seven sacraments in the Catholic Church: Baptism, Confirmation, Eucharist, Reconciliation, Anointing of the Sick, Holy Orders, and Matrimony. These records are protected by Canon Law and are only available to the person listed in the sacramental record or his or her direct relatives, legal representative and ecclesiastical authorities.

Sacramental Records were kept by several schools administrated by the Sisters of St. Ann.

In addition, the records of other agencies, such as the City of Victoria Welfare Office, the Children's Aid Society of Victoria, the Catholic Children's Aid Society of Vancouver, or Juvenile Court often included sacramental records when a child was placed with the Sisters.

If a Baptism, First Communion or Confirmation occurred in the convent chapel this was recorded in the Sacramental Register and a second entry recorded in the SSA Chronicles.

Sacramental Records are created by and belong to the Catholic Church. The original is intended to remain with the parish, with a copy sent to the diocese. It is rare that a person cannot obtain a copy of his/her certificate from the parish, however, sometimes this occurs. In rare instances, the SSA Archives will provide a certified copy of the certificate, when presented with the official proof of identity. Registers are closed records. When necessary, however, a copy will be made and the other entries will be redacted.

Schedule D

Guiding Principles Regarding Archives as Temporal Patrimony

The archival records, art and artifacts of St. Joseph's Province and of the Corporation of The Sisters of St. Ann form part of the *temporal patrimony* of the Congregation of The Sisters of Saint Anne. Guided by Constitution #152, "*Like the good and faithful servant of the Gospel, we are trustees and stewards of the temporal goods that the Congregation holds in the name of the Church*", the Sisters preserve these records for their historic, artistic and educational value and to honour the Sisters of the Province and the works of the Congregation.

The Sisters and their Archives staff are also guided by the guidelines outlined in #30 of the General Directory of The Sisters of Saint Anne (2008): *Archives of The Sisters of Saint Anne*.

In preserving their patrimony, the Sisters are guided by the following principles:

Stewardship: Careful management and preservation of what has been entrusted to them.

Respect:

- Respect for all Sisters, families of Sisters, employees and volunteers of the Sisters or of one of their works and also for those served by the Sisters or employees. This respect demands confidentiality and respect for the rights and privacy of those named in documents. All laws regarding confidentiality and privacy are upheld; additional restrictions are placed on certain records for specific purposes.
- Respect for the institutions established by the Sisters.

Commitment to Education: A commitment to make records that have historical value and their historical context available to the general public.

Commitment to Women: It is important that the particular contribution of The Sisters of St. Ann to the women of the regions in which they served be acknowledged and preserved.

*Approved by Provincial Council
July 25, 2011*

Rm 003

CEILING HEIGHT 11'6"

MOBILE SHELVING ≈ 720 KSB CAPACITY

4 ROWS (1 DOUBLE SIDED)

ROWS 1 + 4 ARE FIXED

ROWS 2-3 ARE MOBILE

4 BAYS PER ROW

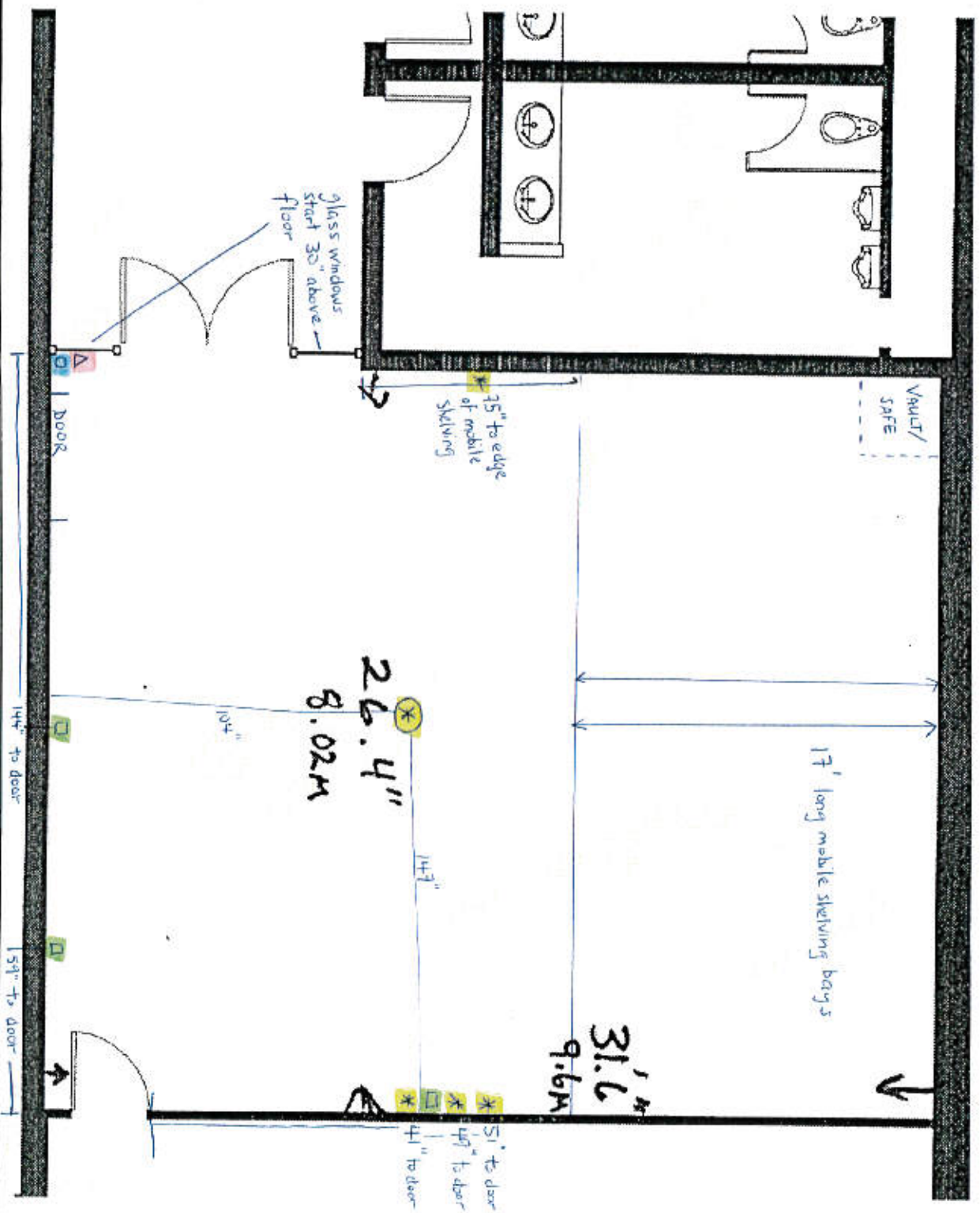
5 SHELVES PER BAY

SHELVING HEIGHT 15" CLEARANCE
BAYS ARE 48" WIDE

TWO SETS OF LIGHTS, SWITCH BY
ENTRANCE CONTROLS SET OVER
SHELVING AND SET OVER MAIN AREA

REMOVE THREE SHELVES IN ONE BAY
TO ACCOMMODATE SAFE/Vault, IS
JUST UNDER 56" H

- ✱ POWER OUTLET (2 PLUGS EACH)
- DATA / PHONE OUTLET
- △ FIRE EXTINGUISHER
- WATER SHUT OFF VALVE (IN CEILING)
- ⊗ POWER POLE (CAN BE REMOVED)



SCHEDULE C

LANDLORD'S WORK

1. Install a locking system to the 9 rows of mobile shelving bays;
2. Perform modifications to the 9 rows of mobile shelving bays to suit the particularities of the SSA Archives;
3. Paint the entire interior of the Premises to the Tenant's reasonable specifications and requirements, and otherwise prepare the walls of the Premises as reasonably required by the Tenant;
4. Thoroughly clean the Premises;
5. Install the Tenant's signage on the exterior of the premises.