

**Attachment # 1**  
**Amending Agreement No.**  
**NEW326-10551F-002**

AMENDING AGREEMENT NO. NEW326-10551F-002

VANCOUVER FRASER PORT AUTHORITY

TO

CORPORATION OF THE CITY OF NEW WESTMINSTER

---

DATED: As of July 1, 2022

AUTHORITY: Submission No. RE224-12 dated May 19, 2022 and approved on June 8, 2022

REFERENCE: Amendments to Lease No. NEW326-10551F-001 dated July 1, 2017 to extend the Term by FIVE (5) years, set rent payable for the extended Term and update the contact information for the Tenant

---

LOCATION: Fronting Port Royal in Annacis Channel, City of New Westminster, Province of British Columbia

**THIS AMENDING AGREEMENT** made effective as of the 1<sup>st</sup> day of July, 2022

**BETWEEN:**

**VANCOUVER FRASER PORT AUTHORITY**, a corporation established pursuant to the *Canada Marine Act*, and having an office at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, V6C 3T4

(the "Authority")

**AND:**

**CORPORATION OF THE CITY OF NEW WESTMINSTER**, a municipal corporation having an office at 511 Royal Avenue, New Westminister, British Columbia, V3L 1H9

(the "Tenant")

**WHEREAS:**

- A. By Lease No. NEW326-10551F-001 dated July 1, 2017 (the "Lease") the Authority demised unto the Tenant that certain waterlot area totalling some 364 square metres, more or less, located in the City of New Westminister, Province of British Columbia (the "Leased Premises") for the purposes of operating a public dock and passenger ferry service on a not-for-profit basis (with no liveaboards or overnight moorage permitted) and a debris boom; and
- B. The parties hereto wish to amend the Lease to extend the Term by FIVE (5) years from July 1, 2022 to June 30, 2027, set rent payable for the extended Term and update the contact information for the Tenant.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Unless otherwise specified or the content otherwise requires, capitalized words used but not defined in this Amending Agreement have the meanings given in the Lease.
2. The Term of the Lease is hereby extended for FIVE (5) years commencing on July 1, 2022 and ending on June 30, 2027 (the "Extended Term").
3. During the Extended Term, the Tenant shall pay the Authority, in lawful money of Canada, rent in the sum of THREE THOUSAND FOUR HUNDRED THIRTY SEVEN DOLLARS AND FORTY FOUR CENTS (\$3,437.44), plus GST, on or before the Commencement Date.
4. The contact particulars for the Tenant under Section 16.06 of the Lease shall be deleted in its entirety and replaced with the following:

"If to the Tenant:  
Corporation of the City of New Westminister  
511 Royal Avenue  
New Westminister, British Columbia  
V3L 1H9  
Attention: Lisa Leblanc, Director, Engineering Services  
Email: lleblanc@newwestcity.ca

5. This Amending Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. A signed copy of this Amending Agreement delivered by facsimile, electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amending Agreement.

Any electronic signatures of the parties included in this Amending Agreement are intended to authenticate this writing and shall have the same force and effect as manual signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

6. This Amending Agreement and all of the provisions hereof shall enure and be binding upon the parties hereto and their respective successors, administrators and permitted assigns.
7. All other terms and conditions in the Lease shall continue to apply, *mutatis mutandis*.

[Remainder of Page Intentionally Blank]

8. Time is of the essence of this Amending Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Amending Agreement as of the day and year set out below.

SIGNED AND DELIVERED on behalf  
of **VANCOUVER FRASER PORT**  
**AUTHORITY** by its authorized signatories:



\_\_\_\_\_  
Director, Real Estate

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Date:

SIGNED AND DELIVERED on behalf  
of **CORPORATION OF THE CITY OF**  
**NEW WESTMINSTER**  
by its authorized signatory(ies):

\_\_\_\_\_  
Print Title: \_\_\_\_\_

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Print Title: \_\_\_\_\_

\_\_\_\_\_  
Date: