

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 6334

A BY-LAW to authorize the granting of a lease
of certain municipally-owned lands
to the Burnaby Tennis Club.

The Council of The Corporation of the District of
Burnaby ENACTS as follows:

1. This By-Law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 8, 1973".
2. The Council is hereby authorized and empowered to demise and lease unto the Burnaby Tennis Club, upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked Schedule "A", those municipally-owned lands and premises more particularly described as ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as a portion of Lot Twenty-Five (25) of District Lot Seventy-Nine (79), Group 1, Plan 26329, New Westminster District, which said portion is shown outlined in red on sketch attached to the said lease.
3. The Mayor and Clerk are hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 20th day of August , 1973.

Read a second time this 20th day of August , 1973.

Read a third time this 20th day of August , 1973.

Reconsidered and adopted this 27th day of August , 1973.




MAYOR


DEPUTY CLERK

SCHEDULE "A"

THIS INDENTURE made and entered into this 1st day of April, 1973.

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

BURNABY TENNIS CLUB

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the owner of those lands situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia more particularly hereinafter described.

AND WHEREAS the Lessee has agreed to abide by the Constitution and By-Laws of the Burnaby Tennis Club, as presently constituted, a copy of which is attached hereto and marked "A".

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That in consideration of the premises and the rents, covenants and conditions herein respectively reserved and contained, the Lessor doth lease unto the Lessee ALL AND SINGULAR that parcel or tract of land (hereinafter called the "said demised premises") situate, lying and being in the Municipality of Burnaby, Province of British Columbia, and more particularly known and described as a portion of Lot Twenty-Five (25) of District Lot Seventy-Nine (79), Group 1, Plan 26329, shown outlined in red on sketch attached hereto and marked "B".

2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of five (5) years, commencing the 1st day of April, 1973, and ending on the 31st day of March, 1978.

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3. YIELDING AND PAYING THEREFORE unto the Lessor in advance, yearly and every year, the rent of One (\$1.00) Dollar per annum, payable on or before the 1st day of April in each year at the office of the Lessor, and whether demanded or not, the first payment to be made on or before the 1st day of April, 1973, and on the 1st day of April, May, June, July, August, September, October, November and December, 1973, an amount equal to one-twelfth (1/12) of the annual taxes which would be levied upon the said demised premises if the same were privately owned, without any deductions of any kind whatsoever.

4. The Lessee covenants with the Lessor:

- (a) To pay rent.
- (b) To pay all taxes, including taxes for local improvements and works.
- (c) Not to commence the construction of or alteration to any building on the said demised premises without the written approval of the Lessor.
- (d) After approval has been obtained under Clause 4(c) hereof to forthwith commence construction of a tennis clubhouse on the said demised premises and to proceed with construction of same as follows:

(i) Stage I

Complete the exterior of the said tennis clubhouse and the interior showers and restroom facilities on the first floor of the said tennis clubhouse in a good and workmanlike manner and in accordance with all By-Laws of the Lessor by the 15th day of December, 1973.

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(ii) Stage II

Commence construction of the balance of the interior of the first floor of the said tennis clubhouse and all the landscaping on the said demised premises on or before the 15th day of January, 1974 and complete same in a good and workmanlike manner and in accordance with all By-Laws of the Lessor, by the 15th day of June, 1974.

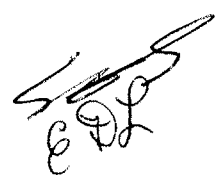
(iii) Stage III

Commence construction of the interior top floor of the said tennis clubhouse on or before the 15th day of January, 1975 and complete same in a good and workmanlike manner and in accordance with all By-Laws of the Lessor, by the 15th day of June, 1975.

PROVIDED HOWEVER, that if the construction of the said tennis clubhouse or any Stage is unavoidably delayed due to labour disputes, strikes, weather conditions or accidental causes beyond the Lessee's control, of which the Lessor shall be the sole judge, the time for completion of the construction of the said tennis clubhouse or any Stage shall be extended for a period equivalent to the construction time lost by reason of any or all of the causes aforesaid. The extended time period shall be determined and fixed by the Lessor, which determination shall be final, but no such allowance shall be made unless a claim therefore is presented within ten (10) days after the occurrence of such delay.

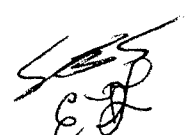

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- (e) To forthwith pay all accounts and expenses for work or labour done upon and materials supplied to the said demised premises or any improvements thereon.
- (f) Not to carry on the said demised premises or any improvements thereon any trade or business without first obtaining the written consent of the Lessor.
- (g) To observe and abide by all laws, regulations, and By-Laws of the Lessor or other competent authority which may be applicable to the said demised premises and any improvements thereon and the use to which the said demised premises and any improvements thereon shall be put by the Lessee; and not to carry on or suffer to be carried on any activity, upon the said demised premises or any improvements thereon, which may be deemed by the Lessor to constitute a nuisance or to be immoral.
- (h) To repair and to keep the walks, fences, gates, landscaping and other appurtenances in, on and upon the said demised premises and all improvements thereon in good order and repair.
- (i) That the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice.
- (j) At all times to obey all orders, directives and requests made by any municipal or other public authorities including all orders, directives and requests to carry out repairs and/or effect changes to the said demised premises or any



improvements thereon in order that they will comply with local health, safety, fire, zoning, building and other requirements authorized by law.

- (k) To use the said demised premises only for a tennis clubhouse, for the keeping and storing of supplies and equipment necessary for the operation of a tennis clubhouse and for holding club operated social functions.
- (l) To maintain the said demised premises and any improvements thereon in good order and repair including cutting the grass on the said demised premises.
- (m) To keep up fences and gates on or upon the said demised premises.
- (n) Not to assign or sublet without leave.
- (o) When applying to the Lessor for consent to a proposed assignment or subletting to furnish the Lessor with assignment or subleasing forms acceptable to the Lessor, and same shall not be valid and binding until executed by the Lessor. A true copy of all such agreements shall be furnished to the Lessor forthwith after execution by the Lessor and Lessee.
- (p) To pay in every year during the term hereof all rates and charges for water, gas, electric lights, power and telephone and other public utilities or other services supplied to or used on the said demised premises or any improvements thereon and to indemnify the Lessor and the said demised premises and any improvements thereon against all costs and charges in respect thereof.


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- (q) That it will immediately pay and discharge any sheriff's executions filed against the said demised premises or any improvements thereon for which it is responsible, and also any liens or other charges attaching thereto by reason of any act or omission on its part, whether caused by any work, services or materials which it has had performed or supplied in connection with the said demised premises or any improvements thereon, or failure to pay any sales or corporation tax for which it is responsible.
- (r) To assume the sole responsibility for the condition, operation, maintenance and management of the said demised premises and any improvements thereon and that the Lessor shall be under no liability for injury to any servant, agent, or employee of the Lessee or any sub-lessee, licensee or invitee of the Lessee or for loss of or damage to the property of the Lessee or of any of the aforementioned persons.
- (s) To indemnify the Lessor against all liabilities, costs, fines, suits, claims, demands and actions and causes of action of any kind for which the Lessor may become liable by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision of this lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Lessee or its servants, employees, agents, sub-lessees, or licensees or invitees on the said demised property or any improvements.

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thereon. The Lessor shall be at liberty to settle or compromise any such claim, demand, suit or action and any damages, compensation and costs paid or incurred by the Lessor and all such claims, demands, suits or actions recoverable from the Lessor or the property of the Lessor shall be a debt due to it from the Lessee and recoverable by action or by set-off against any money due from the Lessor to the Lessee.

- (t) To leave the said demised premises and any improvements thereon in good repair.
- (u) Not to discriminate against any person by reason of race, colour, religion or origin.
- (v) To keep the said demised premises and all improvements thereon insured at all times throughout the term in the joint names of the Lessor and the Lessee from loss or damage by fire, flood, explosion and special perils normally insured against under a comprehensive policy in a sum equal to the full insurable value thereof from time to time throughout the said term, and whenever feasible will cause all insurance monies received by virtue of such insurance to be forthwith paid out in rebuilding and reinstating the said demised premises or any part thereof or any improvement thereon in respect of which said monies shall have become payable. PROVIDED that if any building or reinstatement of any building or any part thereof or any improvement on the said demised premises is not feasible or shall be frustrated, such insurance monies shall be applied

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firstly, in payment of all arrears of rent and other charges due to the Lessor under these presents and also in reimbursement to the Lessor for all costs incurred in the demolition of the damaged premises and the restoration of the said demised premises as nearly as may be possible into the condition in which they stood prior to the construction of the said tennis clubhouse, and the balance shall be paid to the Lessee, and the forfeiture provisions under this lease shall be applicable.

- (w) To pay all costs of operating and maintaining the said demised premises and any improvements thereon.
- (x) To construct, at its own cost and expense, all improvements on the said demised premises, including water, sewer, drainage, electricity, gas, and any other utility installations.
- (y) Not to commence construction of any improvements on the said demised premises until a building permit has been issued by the Chief Building Inspector of the Lessor and until the Lessee has provided the Lessor with the following:
 - (i) Plans and specifications of the proposed improvements approved by the Parks and Recreation Administrator of the Lessor.
 - (ii) An estimate in writing from an Architect or Professional Engineer setting out the Cost of Constructing the improvements on the said demised premises or a firm undertaking in writing from a licensed contractor undertaking to construct the said improvements for a fixed sum.

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- (iii) A statement in writing from a bank or trust company or similar institution stating that they have on hand funds to cover the cost of constructing the improvements on the said demised premises and that the said demised premises have not been mortgaged or hypothecated to said bank or trust company to secure the said sum.
- (iv) A statement in writing from the Lessee that it will not mortgage or hypothecate the said demised premises.
- (z) To insure and keep insured during the term, with such companies and on such forms as are acceptable to the Lessor, at the Lessee's expense, Comprehensive General Liability insurance coverage covering premises and operations liability; Contractor's Contingency Liability with respect to the operations of sub-contractors; Completed Operations Liability, Contractual Liability, Automobile Liability Insurance (owned and non-owned or hired units). The limits of liability shall not be less than the following:

Bodily Injury Liability	\$500,000.00 500,000.00	each occurrence aggregate products and/or completed operations
Property Damage Liability	\$500,000.00	each occurrence aggregate products and/or completed operations
Owned & Non-Owned Automobile Liability Insurance. Bodily Injury and Property Damage Liability	\$500,000.00	any one accident

The Lessor shall be added as an additional named insured under the Comprehensive General Liability

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and Non-Owned Automobile Liability Insurance.

A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance.

All policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty days notice to the Lessor by Registered Mail.

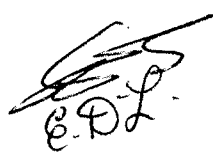
At the time of execution of the within lease by the Lessee, the Lessee shall file with the Lessor a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the said tennis clubhouse, including the making good of faulty work or materials, except that coverage of completed operations liability shall in any event be maintained for twelve (12) months from the date of completion of the said tennis clubhouse.

Should the Lessee neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the Lessor, then it shall be lawful for the Lessor to obtain and/or maintain such insurance and the Lessee hereby appoints the Lessor his true and lawful attorney to do all things necessary for this purpose.

All monies expended by the Lessor for insurance premiums under the provisions of this clause shall be charged to the Lessee.

5. Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

6. The Lessor covenants with the Lessee for quiet enjoyment.



7. In the event that any improvement erected upon the said demised premises should be destroyed by fire or other calamity, or be demolished, or by reason of any other occurrence, become incapable of being decently utilized then unless the Lessee shall, within thirty days of the happening of any such event give to the Lessor written notice of its intention to rebuild, replace or reinstate the improvement so destroyed, demolished or rendered unuseable in a manner and in accordance with a standard which will meet the satisfaction of the Lessor, and shall within ninety (90) days of the happening of any such event commence the rebuilding, replacement or reinstatement of the said improvement and complete same to the Lessor's satisfaction within twelve (12) months of the happening of any such event, then the remaining term under this lease shall, at the Lessor's option become forfeited and determined, and it shall be lawful for the Lessor at any time thereafter to enter upon the said demised premises or any part thereof, and any improvements thereon, in the name of the whole, to re-enter, re-possess, and enjoy the same, anything herein contained to the contrary notwithstanding.

8. Should the said demised premises or such portion of same as necessitate the demolition or removal of an improvement or improvements thereon, be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate as of the date of such taking, and both the Lessor and the Lessee shall be released from any further liability hereunder.

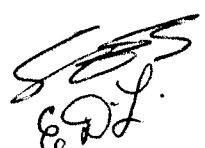
9. PROVIDED that if and whenever the rent hereby reserved, or any part thereof, or any sum which by virtue of these presents is collectable as rent, shall be unpaid for ten days after any of the days on which the same become due, the Lessor may forward notice in writing to the Lessee demanding that the sum so in

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arrears be paid forthwith, and failure by the Lessee to pay the arrears within thirty days following its receipt of such notice shall, at the option of the Lessor, operate as a forfeiture of this lease, and it shall be lawful for the Lessor at any time thereafter, into and upon the said demised premises or any part thereof, and any improvements thereon, in the name of the whole to re-enter, repossess and enjoy the same, anything hereinafter contained to the contrary notwithstanding.

10. It is agreed that if the Lessee is at any time in default in the observance of any of its covenants contained in clause 4 hereof, other than the covenant requiring payment of rent, and if the Lessor shall have served notice in writing upon the Lessee specifying the default and requiring the Lessee to make compensation in money for same, and the Lessee has failed to rectify the default and pay reasonable compensation for same within thirty days after its receipt of such notice, the Lessor may, in addition to any other remedy available to it for breach of the particular covenant, itself cure the default for the account of, and at the cost of, the Lessee, and the sum so expended or incurred by it shall be deemed to be additional rent and shall on demand be paid by the Lessee on the next day, or on such other day as the Lessor may specify, and if not paid by the Lessee be treated in the same manner and be subject to the same remedies as for non-payment of rent. If the default is, in the opinion of the Lessor, of such a nature as to be incapable of being cured by the Lessor at the cost of the Lessee, then the Lessor may without further notice or demand on the Lessee at any time after the expiration of the said thirty days, re-enter into and upon the said demised premises or any part thereof and any improvements thereon, in the name of the whole, to re-enter, repossess and enjoy the same, and this lease shall be thereby determined.

11. PROVIDED ALSO, that if the term hereby granted shall at any time be seized or taken in execution or in attachment

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by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or the Lessee being an incorporated society an order shall be made winding it up or accepting the surrender of its charter, then in every case the then current rent, shall immediately become due and be payable, and the said term shall, at the option of the Lessor, forthwith become forfeited and be determined, and the Lessor may re-enter and take possession of the said demised premises and any improvements thereon.

12. The Lessee covenants that the Lessee shall not have any claim or demand against the Lessor for detriment, damage or injury of any nature and howsoever caused to the said demised premises or to any buildings, structures, erections, improvements, motor or other vehicles, materials, supplies, goods, articles, effects, or things at any time erected, brought, placed, made or being upon the said demised premises, or arising out of the Lessee's use and occupancy of the said demised premises or any buildings, structure, erections, improvements, motor or other vehicles, materials, supplies, goods, articles, effects or things at any time erected, brought, placed, made or being on the said demised premises.

13. The Lessee covenants with the Lessor that the Lessee will not excavate, drill, install, erect, maintain or permit to be excavated, drilled, installed, erected, or maintained any obstruction, pit, well, foundation, pile of material, embankment, fill, pavement, building or other structure or installation upon, over or under the said demised premises without first obtaining the written consent of the Lessor.

14. It is agreed that any failure by the Lessor to enforce, either in part or in whole, the rights and remedies available

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to it under these presents for any breach or failure by the Lessee to observe the provisions of any covenant or other matter herein contained shall not be deemed to be a waiver or acquiescence of same on the part of the said Lessor, nor shall such failure preclude the Lessor from enforcing such rights and remedies against the Lessee for any subsequent breach or non-observance.

15. Whenever in this lease it is required or permitted that notice or demand be given by one or either of the parties upon the other, such notice or demand shall be deemed sufficiently given if in writing and forwarded by Registered Mail addressed as follows:

To the Clerk of the Lessor at 4949 Canada Way,
Burnaby, B.C.

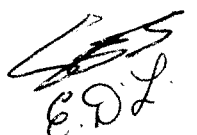
To the Lessee at 3890 Kensington Street,
Burnaby 2, B.C

Such addresses may be changed from time to time by either party serving notices as above provided.

Notice may also be given to the Lessee by delivering it to an officer of the Lessee, or by posting up a copy of the said notice on the said demised premises or any improvements thereon.

16. Any rent due, or other sums payable under these presents shall be payable to the Lessor at its office situated at the address above specified, or in such manner or place as the Lessor may from time to time in writing direct.

17. It is agreed that at the expiration of the term the ownership of all buildings, structures, and improvements affixed to the said demised premises and all fixtures in and about the said buildings, structures and improvements shall vest in the Lessor and no compensation shall be payable to the Lessee by the Lessor for the said buildings, structures, improvements and fixtures as aforesaid.

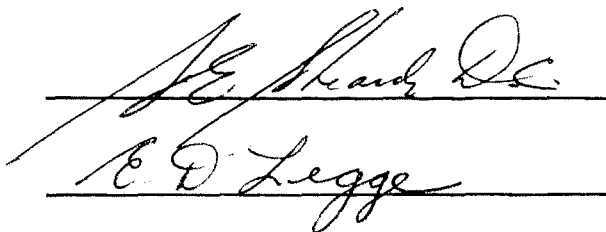

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18. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.


19. It is agreed that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns, and that where there is more than one Lessee all covenants herein contained shall be construed as being joint and several and that when the context so requires or permits, the singular number shall be read as if plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

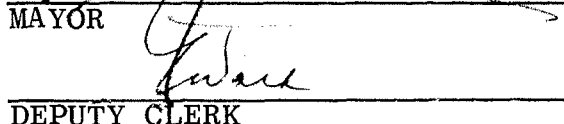
IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their seals, attested by the hands of their proper signing officers in that behalf duly authorized, as of the day and year first above written.

THE SEAL OF BURNABY
TENNIS CLUB WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:

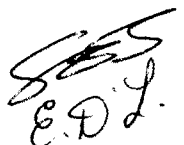


THE CORPORATE SEAL OF THE
CORPORATION OF THE DISTRICT
OF BURNABY WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:



MAYOR


DEPUTY CLERK


E. D. L.

ACKNOWLEDGMENT OF OFFICER OF A SOCIETY

I HEREBY CERTIFY that, on the 9th day of August, 1973, at the Municipality of Burnaby, in the Province of British Columbia, SID E. SHEARD who is personally known to me, appeared before me and acknowledged to me that he is President of Burnaby Tennis Club, and that he is the person who subscribed his name to the annexed instrument as the President of the said Club and affixed the seal of the said Club to the said Instrument, in the presence of another member of the Executive Committee of the Burnaby Tennis Club, and that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument.

IN TESTIMONY WHEREOF I have hereunto set my Hand at the Municipality of Burnaby, in the Province of British Columbia, this 9 day of August, One thousand Nine hundred and Seventy-three.



A Commissioner for taking Affidavits
for British Columbia.

FILED AND REGISTERED

MAY 1 1972

A. H. HALL,

REGISTRAR OF COMPANIES

I hereby certify that a duplicate original of this document has been filed with me pursuant to the Societies Act.

Dated this 10th day of May 1972

Registrar of Companies

BURNABY TENNIS CLUB

CONSTITUTION

1. Name: The name of the Club is the Burnaby Tennis Club.
2. Objects: The objects of the Club are:
 - (a) To promote and foster the game of Lawn Tennis in Burnaby and surrounding areas in accordance with the Canadian Lawn Tennis Association.
 - (b) To support and affiliate with the British Columbia Lawn Tennis Association and to enter into such other affiliations as may be in the interests of the Club. The Society does not intend to conduct or operate a social club.
3. Locality: The activities of the Club are to be carried out mainly in the Municipality of Burnaby, British Columbia.

" SOCIETIES ACT "

BY-LAWS - BURNABY TENNIS CLUB

ARTICLE 1 - PRELIMINARY

In these By-laws, unless the context otherwise requires, words importing the singular indicate the plural and vice versa, and words importing the masculine gender indicate the feminine and bodies corporate; "Act" means the "Societies Act"; "Constitution", "Extra-ordinary Resolution" and "Subscription" have the meanings respectively assigned to them by the Act; "Executive Committee" shall mean the Executive Committee mentioned in Article Five (5) hereof; "Senior Member" shall mean any member over 18 years of age as of January 1st, in any year; "Junior Member" shall mean any member under 18 years of age as of January 1st in any year.

ARTICLE 11 - MEMBERSHIP

(a) The memberships of the Club shall be open to all residents of the Municipality of Burnaby and surrounding areas willing to conform to the By-laws of the Burnaby Tennis Club.

(b) Application for membership must be submitted to the Secretary together with the prescribed annual fee, which shall be set annually by the Board of Directors.

(c) The Executive Committee shall have full power to elect or reject candidates for membership.

ARTICLE 111 - PRIVILEGES OF MEMBERSHIP

Active membership shall confer upon members in good standing, the following privileges:-

(a) The right to vote if eighteen (18) years of

age or over, at all annual and general meetings of the Club.

(b) Eligibility, if eighteen (18) years of age or over, to serve as an elected officer of the Club.

(c) If the annual fee of any member is not paid, that member's name will be struck off the membership list without notice.

(d) The Executive Committee shall have the power by a vote of three-fourths (3/4ths) of those present to suspend any member whose conduct shall have been determined by the Executive Committee to be improper, unbecoming, or likely to endanger the interest or reputation of the Club, or who wilfully commits a breach of the Constitution, or By-laws of the Club, provided, however, that in all such cases, a suspended member shall be given as his or her right, the reasons for such suspension. In all such cases, where the Executive Committee suspends a membership, the member may within thirty (30) days of such suspension demand in writing that the matter be referred to a general meeting. On the filing of such a demand at the office of the Club, the next general meeting shall deal with the suspension.

(e) Any member of this Club who acts in a manner prejudicial to the Club may be expelled by a vote of two-thirds (2/3rds) of the members, at a regularly convened general meeting of this Club, provided that such member shall have been given reasonable notice of the intention to expell and also an opportunity to be present and state his or her case before the general membership.

(f) At the discretion of the Executive Committee of the Club, a Junior member may be granted Senior member playing privileges when the Executive Committee in its sole discretion considers that such Junior member displays such ability, progress

and merit, that such Junior member would benefit from being granted such Senior member playing privileges, but no other Senior membership privileges shall be afforded to such Junior member.

ARTICLE IV - MEETINGS

(a) In each year the Annual General Meeting of the Club shall be held during the month of September, and at a time and place to be decided upon by the Executive Committee and if no such decision is made before the first day of August in any year, then the President shall so decide and, if his decision is not made before the fifteenth (15th) day of August in any year, the Vice-President or any five (5) members of the Executive Committee may so decide.

(b) A Special General Meeting may be called at any time by the Executive Committee and the Secretary shall call a Special General Meeting upon the receipt of written requisitions of ten members of the Club, for the transaction only of such business as may be specified in the requisition, provided that additional matters may be brought up for the consideration of the Executive Committee, if it so desires.

(c) Notices of Annual and Social General Meetings stating the place, date, hour and business to be transacted, shall be forwarded by the Secretary to members and members of the Executive Committee at least seven days before the date of such meeting.

(d) In the case of any equality of votes, the Chair shall have a casting vote.

(e) The agenda and order of business for the Annual General Meeting shall be decided upon by the Executive Committee.

(f) No business shall be transacted at any meeting

unless a quorum of forty (40) of the senior playing members in good standing is present.

ARTICLE V - OFFICERS AND EXECUTIVE

(a) The officers of the Club shall be the President, a Vice-President, a Secretary, a Treasurer, the Immediate Past President, the Chairman of the Social Committee, the Junior Director (The Director in charge of members under eighteen years of age) and the Chairman of the Membership Committee, who together with four other duly appointed Executive Members, shall form and be known as the Executive Committee, which Committee shall manage the affairs of the Club.

(b) At the Annual General Meeting, such Honorary Officers or Patrons as the meeting desires shall be elected.

(c) No person shall hold office on the Executive Committee unless he is a member in good standing.

(d) The Club's fiscal year shall end August 31st.

ARTICLE VI - ELECTIONS

(a) The election of the officers of the Club shall be by secret ballot at the Annual General meeting. Nomination of candidates shall be made and received from the floor of the meeting. In the event that any nominee is unable to attend at the Annual General Meeting, the nominator shall present written consent of such nominee to the Secretary at the meeting. Those holding office shall be eligible for re-election.

(b) The Executive Committee shall appoint a Nominating Committee for the purpose of securing nominations for each of the Executive positions. This slate of candidates will be presented at the General Meeting and any further

nominations from the floor will be received at that time. In the event that only one nomination shall be received for any of the Executive positions, that person shall be declared elected.

(c) The total membership of the Executive Committee shall consist of the officers as defined in By-law 5(a) plus such further appointees as at their complete discretion they consider advisable, but in no case shall the total membership of the Executive Committee exceed fifteen.

ARTICLE VII - REPLACEMENT OF OFFICERS

In the event of any member of the Executive Committee failing to attend three or more consecutive meetings of the Executive Committee, the Executive Committee shall have the option to declare a vacancy on the Executive Committee in respect of such member, and shall have the authority to appoint another person to fill the vacancy.

ARTICLE VIII - DUTIES OF OFFICERS AND EXECUTIVE

(a) The President, or in his absence the Vice-President, shall preside at all meetings of the Club and of the Executive Committee. He may appoint all Sub-Committees and make such replacements thereto from time to time as he may consider advisable.

(b) The President shall be Ex Officio a member of all Committees.

(c) The Vice-President shall assist the President in the performance of his duties and shall exercise all the powers of the President in the latter's absence.

(d) The Secretary shall keep a roll of the members, amending same as may be required from time to time. He shall issue Notices calling all Meetings, both of the Club and of

the Executive Committee, and shall keep the Minutes of all Meetings, together with a record of such other matters as shall pertain to the activities of the Club. He shall conduct the correspondence of the Club and shall keep copies thereof, which correspondence shall be open at any time to the inspection of any member of the Executive Committee.

(e) The Treasurer shall receive all dues or other monies payable to the Club and shall issue receipts therefor. All funds or securities in the custody of the above Officer shall be deposited in such bank or banks as the Executive Committee may from time to time direct. He shall pay all accounts of the Club and shall keep proper books or accounts, which books or accounts shall be open to the inspection of any member of the Executive Committee. He shall report in writing the state of finances of the Club whenever so requested by the Executive Committee, and shall present at the Annual General Meeting a report showing all receipts and expenditures for the last fiscal year.

(f) The Executive Committee may instruct the Treasurer to provide a bond at any time for the amount determined by the said Committee, the cost of which shall be borne by the Club.

(g) The Chairman of the Social Committee shall be responsible for the organizing of such social activities as may be considered advisable by the Executive Committee throughout the year.

(h) The Chairman of the Membership Committee shall receive all applications for membership and shall make recommendations thereon to the Executive Committee and shall be responsible for the integration into the Club's activities of persons whose applications for membership are accepted.

(i) The Junior Director shall be responsible

for organizing and supervising all Junior activities of the Club, including recruitment, coaching and entering of Junior Members in Tournaments. He may be assisted in these duties by one or more Senior Members as may be approved by the Executive Committee from time to time.

ARTICLE IX - COMMITTEES

The Executive Committee shall interpret and enforce the provisions of the Constitution and By-laws of the Club and shall have power:-

- (a) To prohibit any acts or practices by members which, in the opinion of the Committee are detrimental to the interests of or contrary to the ethics of Lawn Tennis or of the Club, and to take such action as may be deemed advisable if instructions of the Committee are disregarded;
- (b) To organize the Club Tournaments throughout the Season;
- (c) To organize the Burnaby Open Tennis Championships;
- (d) To organize the Club Social activities throughout the year;
- (e) To encourage the development of Lawn Tennis as a sport amongst the youth of Burnaby.
- (f) To maintain full responsibility for all funds and securities of the Club and control the expenditures thereof;
- (g) From time to time by resolution to authorize the Treasurer with such other officer or officers as may be named in such resolution, to sign, accept, draw and endorse, on behalf and in the name of the Club, deeds and contracts, cheques or bills of exchange, and generally to conduct the

banking business of the Club;

(h) Generally to do all such things as in the opinion of the Committee may be necessary or expedient to carry out effectively the objects of the Club.

ARTICLE X - AUDITOR

The Auditor shall be appointed by the Executive Committee and shall examine all books, vouchers and accounts of the Club and report the results of such examination at each Annual General Meeting.

ARTICLE XI - DUES AND VOTING POWER

(a) Members shall pay such annual dues as may be decided upon from time to time at any General Meeting.

(b) All annual dues are payable on or before the thirty-first day of March in each year. For persons joining after that date, dues shall be payable within thirty days after the date of acceptance of membership application by the Executive Committee.

ARTICLE XII - AMENDMENTS

The By-laws may be amended by an extraordinary resolution at any Annual General Meeting or Special General Meeting called for that purpose, provided that a copy of the proposed amendments has been submitted in writing to the Secretary at least fourteen (14) days before the calling of such Annual or Special General Meeting, and provided further that such resolution is approved by at least fifty (50) percent of the number of votes cast by the members at said meeting.

ARTICLE XII - REVENUE AND EXPENDITURE

(a) Every officer of the Association whose duties include the receipt or charge of money shall before entering upon his duties, give such security (if any) as may from time to time be deemed necessary by the Executive Committee.

(b) The Executive Committee shall have power subject to the provisions of the Act to invest the whole or any part of the funds of the Association as it may from time to time see fit.

(c) The Executive Committee may from time to time by resolution authorize the borrowing of monies from any Chartered Bank, or from any person, or corporation for the purposes of the Association, and subject to the provisions of the Act, may secure the repayment of the monies so borrowed, in such manner and on such terms as it may prescribe in and by such resolution.

(d) All funds raised by the Club or by any of its committees acting as such, shall be considered general funds of the Club and shall be subject to the procedures approved by the Club.

ARTICLE XIII - SEAL


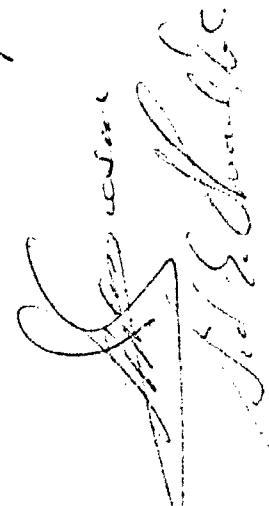
The seal, an impression of which shall be affixed to the minutes of the first meeting of the Club, shall be the seal of the Club. The seal shall not be affixed to any document save by authority of a resolution of the Executive Committee, and in the presence of the President or first Vice-President and any other member of the Executive Committee.

AMERICAN - BURNABY

Subject to the resolution set out in the minutes of British Columbia, as long as there are ten (10) members of the Society, no resolution shall be proposed to surrender the certificate of incorporation or to wind up the Club. Upon the dissolution of the Club, the property of the Club shall be converted into cash and added to the funds of the Club, and the amount thereof distributed directly in payment of all outstanding debts and liabilities of the Club, and the balance to be expended as the Executive Committee decides upon.

NOTED at the Municipality of Burnaby, in the Province of British Columbia, this 23RD day of MARCH A.D., One Thousand Nine Hundred and Seventy-Two.

FROM MINORS OF BURNABY

Name:	Address:	Occupation:
Ellen D. Legge	3230 Harrison St.	Housewife
Patricia I. Stone	3967 Birchwood St Burnaby	Housewife
Frank Edmunds	6512 Deer Lake Dr. Burnaby, B.C.	Barrister
	3506 Saccard, B.C.	Teacher
	3506 Saccard, B.C.	Teacher
S. C. Buckle	7597 Newcombe Boys Trc School	Teacher
Wayne Macdonald	609 W. 24th Ave. Van 6, B.C.	Manager

WITNESS AS TO THE SIGNATURES OF THE SUBSCRIBERS:

Name: Wayne Macdonald
 Address: 609 W. 24th Ave. Van 6, B.C.
 Occupation: Manager

SPROTT ST.

353.99'

BLK 25, DL 19, P 26329

66'

47'

120'

LEASE
SITE

5 TENNIS COURTS

SPERLING
AVE

KENSINGTON
AVE

39'

6 TENNIS COURTS

CORPORATION OF THE DISTRICT OF BURNABY
PARKS AND RECREATION DEPARTMENT
BURNABY LAKE SPORTS COMPLEX PARK

LOCATION OF LEASE SITE FOR
BURNABY TENNIS CLUB

DSGN. & DWN. BY: RS SCALE: 1"=50' DRAWING #
CHECKED BY: DATE: MARCH 13, 1973 38

No	DATE	REVISION

THE CORPORATION OF THE DISTRICT
OF BURNABY

AND

BURNABY TENNIS CLUB

AGREEMENT

Legal Department
Corporation of Burnaby
4949 Canada Way
Burnaby 2, B.C.

DATED: April 1, 1973