

(DNV) COMMUNITY HERITAGE GRANTS FUND AGREEMENT

THIS AGREEMENT made the 16 day of July, 2009,

BETWEEN:

**DISTRICT OF NORTH VANCOUVER**  
355 West Queens Road  
North Vancouver, BC V7L 4K1

(the "District")

AND:

**NORTH SHORE COMMUNITY FOUNDATION**  
600 West Queens Road  
North Vancouver, BC V7N 2L3

(the "Foundation")

WHEREAS:

- A. The District holds certain funds for the purpose of making community heritage grants;
- B. The Foundation is a not-for-profit charitable organization, registered as a society with the BC Registrar of Companies;
- C. The District has asked the Foundation to establish and administer a community heritage grant fund on the terms and conditions set out in this Agreement and the Foundation has agreed to do so;

The parties agree as follows:

1. Fund Establishment & Purpose. The Foundation agrees to establish a fund to be known as the Community Heritage Grants Fund (the "Fund") for the purpose of promoting heritage conservation by providing financial assistance for home maintenance and improvements to the owners of single-family homes listed on the District of North Vancouver Heritage Inventory, Modern Inventory (The Modern Architecture of North Vancouver 1930-1965) or any Heritage Registry.

2. District Contribution to Fund. The District will pay \$42,000 to the Foundation to establish the Fund.
3. Donations to Fund. The Foundation acknowledges and agrees that all donations made to the Foundation for the Fund are irrevocable charitable donations and that all donations will be deposited to the Fund. Donations are deemed Fund assets subject to this Agreement and form part of the capital of the Fund immediately upon deposit to the Fund.
4. Charitable Receipt. The Foundation will issue a charitable donation receipt for all donations to the Fund as required by Canada Revenue Agency, unless one is not required by the donor.
5. Administration of Fund. The Foundation will:
  - (a) maintain a separate accounting for the Fund; and
  - (b) invest the Fund in accordance with the Foundation's bylaws and policies.
6. No Encroachment on Capital. Unless otherwise authorized by the District and subject to the requirements of the Canada Revenue Agency, the amount available for distribution as heritage preservation grants will be the amount of any interest or other income from the Fund, less the administrative costs which the Foundation is permitted to deduct in accordance with section 11. No encroachment on the capital of the Fund is permitted without the specific written authorization of the District.
7. Administration of Grants. The District will administer the applications for grants and forward complete applications to the Community Heritage Commission to select the recipients in accordance with the Terms of Reference attached to this Agreement, as amended by the District at its sole discretion, from time to time. For clarity, the District may amend the Terms of Reference at any time and is not obligated to obtain the consent of the Foundation for any such changes.
8. Reporting. The Foundation will report to the District at least annually and otherwise upon request the capital balance and the annual amount of interest or other income from the Fund which is available for distribution in accordance with this Agreement.
9. Disbursement of Grants. Annually, or at more frequent intervals, the District will forward to the Foundation a list of the recipients of grants from the Fund as selected by the Community Heritage Commission with the amount of each grant to be disbursed (the "Grants List") and the total amount of the grants to be disbursed ("Total Disbursement"). The Foundation will, within 30 days of receipt of the Grants List, deliver to the District a cheque payable to the District in the amount of the Total Disbursement. The District will then, in turn, pay the applicable grant amounts to the selected recipients in accordance with the Grants List.

10. Unused Income. If in any year the income from the Fund exceeds the amount required under the Terms of Reference, the Foundation must add such income to the capital of the Fund:
11. Administrative Costs. The Foundation may deduct an amount from the Fund to pay its costs of administration of the Fund in accordance with Foundation policy, but not to exceed ½ of 1% of the capital of the Fund annually.
12. No Illegal Disbursements. Notwithstanding any other term of this Agreement, the Foundation is not obliged to make any disbursement which would result in the Foundation being in violation of its legal or regulatory requirements and the Foundation will advise the District forthwith of any proposed disbursement which the Foundation believes would constitute such a violation.
13. Winding Up. In the event that the Foundation ceases to exist for any reason or ceases to be a registered charity under the provisions of the *Income Tax Act*, the Fund shall be transferred to the Vancouver Foundation and continue to be administered as outlined in this Agreement.

The parties have executed this Agreement the day and year first above written.

Signed by the duly authorized signatories  
of THE DISTRICT OF NORTH VANCOUVER:



Richard Walton  
Mayor

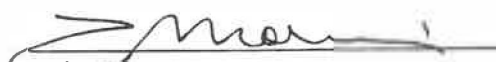


James Gordon  
Municipal Clerk

Signed by the duly authorized signatories of  
NORTH SHORE COMMUNITY FOUNDATION:



David Alsop  
President



Jackie Morris  
Secretary

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