

(c) not interfere with the day-to-day administration of the Aquarium unless such interference is permitted or required by this Agreement.

The Park Board has approved in principle the extension of the footprint occupied by the Aquarium by 392 square metres as shown hatched on Schedule "A" and in detail on Schedule "B" (the "Extended Area"), provided that development in these areas shall require design approval by the Park Board and a development permit. Upon a development permit being granted then the Extended Area shall be added to this Agreement to form part of the "Premises".

### **SOCIETY PROJECTS**

6. The Society intends to continue the following activities, subject to obtaining funding where necessary:

- continuing to engage in outreach efforts to Vancouver residents, through the utilization of community centres with the consent of the centres and otherwise, as part of its general activities;
- continuing to develop new exhibits and research on a range of subjects related to its general objectives including the science of release of whales within the Premises; and
- planning new areas (e.g. Learning Centre, Exhibit Holding and Research Area, changes to Plaza and Aquarium entrance).

The Park Board will use reasonable efforts to assist the Society in obtaining funding for the above activities.

### **JOINT PROJECTS/WORKING RELATIONSHIP**

7. The Society and the Park Board agree to work together to:

- meet at least twice yearly during the term and any extensions thereof to discuss items of mutual concern;
- continue to ensure that each party is informed of issues that affect the other through continued good faith communications and the ongoing system of liaison attendance at their respective meetings; and
- develop proposals for joint projects or initiatives in the public interest on a case by case basis (e.g. the Stanley Park Salmon Stream).

### **MISCELLANEOUS**

8. It is further expressly agreed and declared between the parties hereto that if either party hereto defaults in the observance of the performance of any of the covenants or agreements herein contained, then the party not in default shall have the right to give to the party in default notice in writing of any such default, and if the party in default fails to remedy or to take appropriate reasonable steps to commence to remedy such default within a period of three months after the