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EF056268

LAND TITLE ACT
FORM CRECEIVED-VICTORIA
LAND TITLE OFFICE

(Section 219.9)

Province of British Columbia
GENERAL DOCUMENT

Page 1 of 16 pages

1. APPLICATION: (Name, address, phone number and signature of applicant,
applicant's solicitor or agent)

K.L.A. REGISTRY SERVICES LTD.Daniel C. Edgar, Cardinal, Edgar, Emberton & Macaulay, Barristers and Solicitors,
760 Hillside Avenue, Victoria, B.C. V8T 1Z4, 386-8707 DCE/51560

2. (a) PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(P.I.D.) (LEGAL DESCRIPTION)

000 045 667 - Lot A, Fairfield Farm Estate, Victoria City, Plan 18738
Suite 315, *Plan 2080 R.*

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

ASSIGNMENT OF LEASE

ENTIRE DOCUMENT

ASSIGNEE

4. TRANSFEROR(S):*

BESSIE LOY

05/08/92 D02636 CHARGE 50.00

5. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal codes(s))*

Sylvia Joy Keyes, Accountant, and David Murray Hayward, Technician, #704 - 1460
Barclay Street, Vancouver, B.C., V6G 1J5, as JOINT TENANTS

6. EXECUTION(S):** By signing this document you are effecting the land in the manner described in Item 3.

Execution Date:

Officer Signatures(s)

Y M D

Transferor(s) Signature(s)

Doreen Kappel

92

04

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DOREEN KAPPELL
NOTARY PUBLIC
#202-947 Fort Street
Victoria, B.C. V8V 3K3
(604)380-1164*Bessie Loy*

BESSIE LOY

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1979 c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attached schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

REGISTERED
RECEIVED
the day and month mentioned herein
K.D. JACQUES Registrar of the
Land Title Office

KT7317

2

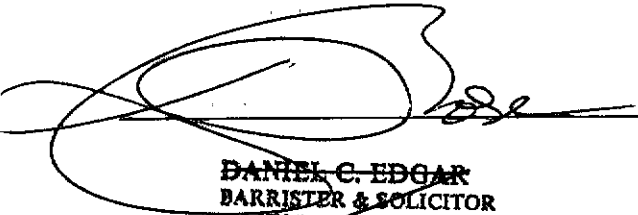
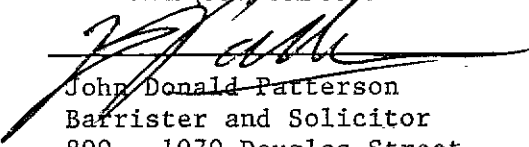
LAND TITLE ACT
FORM D

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EXECUTIONS CONTINUED


Officer Signature(s)

Execution Date

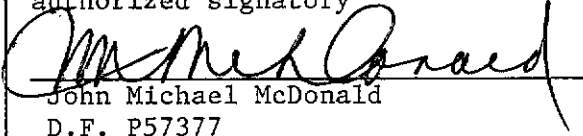
Transferor/Borrower/Party
Signature(s)
DANIEL C. EDGAR
BARRISTER & SOLICITOR
760 HILLSIDE AVENUE
VICTORIA, B.C. V8T 1Z4
386-8797as to both signatures
DEBORAH D. BOSE
Barrister & Solicitor
102 - 873 BEATTY ST.
VANCOUVER, B.C. V6B 2M6
TEL. (604) 682-9535
John Donald Patterson
Barrister and Solicitor
800 - 1070 Douglas Street
P.O. Box 997
Victoria, B.C.
V8W 2S8

Y M D

92 04 30


SYLVIA JOY KEYES
DAVID MURRAY HAYWARD

92 04 28

CONGDON CONSTRUCTION LTD. by its
authorized signatory
John Michael McDonald
D.F. P57377

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

THIS ASSIGNMENT is made this day of April , 1992

BETWEEN:

BESSIE LOY, homemaker, of #315 - 777 Cook Street, Victoria,
British Columbia, V8V 3Y9

(hereinafter called the "Assignor")

OF THE FIRST PART

AND:

SYLVIA JOY KEYES, accountant, and DAVID MURRAY HAYWARD,
Technician, of #704 - 1460 Barclay Street, Vancouver, British
Columbia, V6G 1J5, as JOINT TENANTS

(hereinafter called the "Assignee")

OF THE SECOND PART

AND:

CONGDON CONSTRUCTION LTD. (Inc. No. 39,672) c/o Ocean Property
Management, of 124 - 425 Quebec Street, Victoria, B.C. V8V 1W7

(hereinafter called the "Lessor")

OF THE THIRD PART

WHEREAS:

A. By a Lease dated the 1st day of May, 1974 and registered at the Victoria Land Title Office under number F22654 and modified by agreement registered at the Victoria Land Title Office under number K62112 (which Lease as amended is herein called the "Lease") (a copy of which Lease and modification agreement is attached hereto and marked as Schedule 2) and made between the Lessor of the First Part and Despard Construction Ltd. (hereinafter called "Despard") as Lessee of the Second Part, Suite 315 as shown on the Explanatory Plan filed in the Victoria Land Title Office under No. 2080R (the "Suite") was with other suites in the apartment building (the Building") situate on the land (the "Lands") described in Schedule 1 hereto demised and leased to Despard for the term commencing on the 1st day of May, 1974, and ending on the 31st day of December, 2073, on the terms and conditions therein contained;

B. The Assignor is the registered owner of the Lease with respect to the Suite as appears by an Assignment of Lease dated August 22, 1986, and registered in the Victoria Land Title Office under No. R76340;

C. The Assignee has agreed to purchase the unexpired leasehold estate of the Assignor in the Suite for the consideration hereinafter set forth.

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NOW THIS DEED WITNESSETH:

1. In consideration of the sum of Ninety Three Thousand (\$93,000.00) Dollars NOW paid by the Assignee to the Assignor, (the receipt whereof by the Assignor is hereby acknowledged) the Assignor hereby assigns unto the Assignee the Assignor's interest in the Suite together with the unexpired residue of the said term of years to HOLD THE SAME unto the Assignee for all the residue now unexpired of the term created by the Lease with respect to the Suite, subject henceforth to the payment by the Assignee of the monthly sum of One Hundred Eighty-Eight (\$188.00) Dollars during the calendar year 1992, as the Lessee's share of estimated Operating Expenses (as defined by the Lease and pursuant to Article 7 thereof) and thereafter subject to payment of the Lessee's Share of Operating Expenses with respect to the Suite pursuant to Article 7 of the Lease (being in percentage terms 1.54%) in accordance with Schedule "A" to the Lease and subject to the performance of the Lessee's covenants and agreements and the conditions, provisos, rules and regulations in the Lease reserved and contained.
2. The Assignor and the Lessor hereby covenant and agree with the Assignee that the Lease is a good valid and subsisting Lease and that the covenants and conditions therein contained have been duly paid and performed by the Assignor up to the date hereof and that the Assignor now has good right to assign the leasehold estate held by the Assignor with respect to the Suite pursuant to the terms of the Lease, and the Lessor hereby consents to this Assignment.
3. That subject to the payment of the monthly sums as aforesaid in lieu of Operating expenses for the remainder of the calendar year 1992, and the Lessee's share of Operating expenses with respect to the Suite during the remainder of the unexpired term of the Lease and the performance of the Lessee's covenants, agreements and observance of the conditions, provisos rules and regulations with respect to the Suite in the Lease contained, it shall be lawful for the Assignee peaceably and quietly to hold, occupy and enjoy the Suite hereby assigned during the residue of the term granted by the Lease with respect to the Suite without any interruption by the Assignor or any person claiming under him.
4. The Assignee hereby covenants and agrees with the Assignor and the Lessor that the Assignee will from time to time pay all monies payable with respect to the Suite pursuant to the Lease and observe and perform each and every of the Lessee's covenants, agreements, conditions, rules and regulations with respect to the Suite, the Building (save and except other suites therein

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contained) and the Lands all as defined by the Lease and as therein contained and will observe the provisos with respect to the same as reserved and contained in the Lease and indemnify and save harmless the Assignor from all losses and expenses in respect of the non-observance or non-performance thereof.

5. IN THIS AGREEMENT:

- a) the singular includes plural and vice-versa;
- b) the masculine includes feminine and vice-versa;
- c) any reference to a party includes that party's heirs, executors, administrators, and assigns and in the case of a corporation its successors and assigns;

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

SIGNED by the Assignor in the presence of:

Name W. Doreen Kappell
DOREEN KAPPELL
 Address NOTARY PUBLIC
#202-947 Fort Street
 Occupation Victoria, B.C. V8V 3K3
(604) 380-1164

Bessie Loy
 BESSIE LOY

SIGNED by the Assignee in the presence of:

Name REBORAH D. BOSE
Barrister & Solicitor
102 - 873 BEATTY ST.
Victoria, B.C. V6B 2M6
TEL (604) 682-9535
 as to both signatures.

Sylvia Joy Keyes
 SYLVIA JOY KEYES

David Murray Hayward
 DAVID MURRAY HAYWARD

CONGDON CONSTRUCTION LTD.
 by its attorney in fact

John Michael McDonald
 D.F. P57377

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SCHEDULE 1

ALL AND SINGULAR that certain parcel or tract of land and premises situate,
lying and being in the City of Victoria and Capital Assessment Area, in the
Province of British Columbia, and more particularly known and described as:

Lot A
Fairfield Farm Estate
Victoria City
Plan 18738

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SCHEDULE "2"

THIS LEASE made as of the 1st day of May, 1974

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT" OF BRITISH COLUMBIA

BETWEEN CORCORAN CONSTRUCTION LTD., a body corporate duly incorporated under the laws of the Province of British Columbia having an office at 639 Dupplin Road, City of Victoria, Province aforesaid

(hereinafter called the "Lessor")

OF THE FIRST PART

AND DEHPARD CONSTRUCTION LTD., a body corporate duly incorporated under the laws of the Province of British Columbia and having its registered office at 505 - 645 Fort Street, in the City of Victoria, Province aforesaid, Incorporated the 30th day of December, 1971 under number 105,540.

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS:

A. The Lessor is the owner of the lands located at 777 Cook Street, Victoria, British Columbia, legally known and described as Lot "A", Fairfield Farm Estate, Victoria City, Plan 18738 (the "Lands")

B. There is presently constructed upon the lands a four storey apartment building known as El Mirador (the "Building").

ARTICLE 1 -- DEMISE

1.01 WITNESSETH THAT in consideration of inter alia the covenants and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, the Lessor hereby demises and leases unto the Lessee subject to the terms, covenants and conditions as hereinafter set forth, each of the Suites known by the suite numbers as more particularly set forth in Schedule "A" hereto and as each are shown on the Explanatory Plans numbered as set forth in Schedule "A" hereto and filed at the Victoria Land Registry Office on the 29th day of August 1974 (hereinafter called the "Suites") TOGETHER WITH the right in common with the Lessor and the lessors of all suites in the Building and all others having the like right to use for purposes only of access to and egress from the Suites, the entrance hall, staircases, corridors and elevators in the Building and to use the laundry rooms and storage facilities (as may be designated by the Lessor) in the Building for the purpose for which they are designed.

ARTICLE 2 -- TERM

2.01 TO HAVE AND TO HOLD the same unto the Lessee for the term commencing on the 1st day of May, 1974, and ending on the 11st day of December, 2073, (hereinafter called the "Term").

ARTICLE 3 -- BASE YEAR

3.01 In lieu of Operating expenses (as hereinafter defined) for the calendar year 1974 ("the Base Year") the Lessee agrees to pay to the Lessor on the 1st day of each and every month of the Base Year commencing on the date of commencement of the Term, the monthly sum of Sixty (\$60.00) DOLLARS, in respect of each of the Suites

ARTICLE 4 — LESSEE'S COVENANTS

The Lessee covenants with the Lessor:

- | | | |
|--------------------------------|------|--|
| Rent | 4.01 | To pay rent; |
| Utility Charges | 4.02 | To pay all charges for light and power supplied, delivered, provided to or made available for use in each of the Suites, |
| Repairs | 4.03 | To repair and maintain each of the Suites including all doors, windows, walls, floors and ceilings thereof and all sinks, tubs and toilets therein and to keep the same in a state of good repair, reasonable wear and tear and such damage as is insured against by the Lessor only excepted; to permit the Lessor, its agents or employees to enter and view the state of repair; to repair according to notice in writing except as aforesaid and to leave each of the Suites in good repair except as aforesaid. |
| Waste and Nuisance | 4.04 | Not to do, suffer or permit any act or neglect which may in any manner directly or indirectly cause injury or damage to any of the Suites or the Building or to any fixtures or appurtenances thereof or which may be or become a nuisance or interference to any other occupants of the Building. |
| Increase of Insurance Premiums | 4.05 | Not to permit or suffer anything to be done or kept in any of the Suites which will increase the rate of fire insurance on the Building. |
| Compliance with Laws | 4.06 | To comply with all requirements of all governmental authorities applicable to the use and occupancy of each of the Suites and with all laws, ordinances, rules and regulations of any governmental authority or of any board of fire underwriters of the Lessor's insurance agents with respect to such use and occupancy. |
| Assignment or Sub-letting | 4.07 | Not to assign, sub let or part with possession of any of the Suites or any part thereof without the Lessor's prior consent in writing such consent not to be unreasonably withheld. No such consent shall be required in the case of any Mortgage by way of Sub-Lease of any of the Suites herof granted by the Lessee or any assignee of the Lessee in favour of the Lessor. |
| Alterations | 4.08 | Not to make or permit to be made any alteration in the construction or arrangement of any of the Suites without the previous written consent of the Lessor nor without like consent to cut, alter or injure any of the floors, walls, ceilings, timbers, wiring or plumbing of any of the Suites. |
| Entry by Lessor | 4.09 | To use each of the Suites for the purposes of a private residence only. |
| | 4.10 | To permit the Lessor, its servants or agents to enter each of the Suites for the purpose of making any repairs, alterations, or improvements to each of the Suites or to the Building and the Lessee shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. |
| Rules and Regulations | 4.11 | To observe and perform the rules and regulations forming Schedule "B" hereto and such further reasonable rules and regulations as the Lessor may from time to time adopt and of which written notice shall have been given to the Lessee. |

ARTICLE 5 — LESSOR'S COVENANTS

The Lessor covenants with the Lessee:

- | | | |
|----------------------------|------|---|
| Quiet Enjoyment | 5.01 | For quiet enjoyment. |
| Heat | 5.02 | To provide heat to all common areas of the Building and to each of the Suites (unless any of the Suites contain or are equipped with an independent heating system) to an extent sufficient to maintain a reasonable temperature therein at all times except during the making of repairs. |
| To maintain the Structure | 5.03 | To keep in good repair and condition the foundations, outer walls, roofs, spouts and gutters of the Building, all of the common areas therein and the plumbing, sewage and electrical systems therein. |
| To Light, Heat & Clean | 5.04 | To keep the entrance halls, staircases, corridors and other like areas in the Building clean and properly lighted and heated and the elevators properly lighted and in good working order. |
| To Provide Staff | 5.05 | The Lessor shall provide or engage the services of such staff as may be requisite for the proper care and servicing of the Building. |
| Taxes | 5.06 | To pay taxes. |
| Elevators | 5.07 | To provide passenger elevator service except during the making of repairs. |
| Fire Insurance | 5.08 | To keep the Building insured against loss or damage by fire, lightning or tempest or any additional peril defined in standard fire insurance additional peril supplemental contract which insurance to the best of the ability of the Lessor shall be to the full insurable value of the Building excluding foundations and excavations. |
| Public Liability Insurance | 5.09 | To maintain a policy or policies of general public liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Building in such amount as the Lessor may from time to time determine. |
| Cablevision | 5.10 | To the extent that the service is available to provide cablevision and front door intercommunication service to the Suites in the Building. |
| Prior Charge | 5.11 | To observe and perform all the terms, covenants, provisions and agreements contained in any prior charge and without restricting the generality of the foregoing, to make all payments of money required to be made thereunder on their due dates. Prior charge shall include any mortgage now constituting a charge on the Lands and Building. |

ARTICLE 6 — INTERRUPTION OF SERVICES

- 6.01 The Lessor does not warrant that any service or facility provided by it in accordance with the provisions of this Lease will be free from interruption by reason of causes beyond the reasonable control of the Lessor including without limiting the generality of the foregoing, maintenance, repairs, renewals, modifications, strikes, riots, insurrections, labour disputes, accidents, fuel shortages, government intervention, force majeure and Acts of God. No such interruptions shall be deemed to be a disturbance of the Lessee's enjoyment of any of the Suites nor render the Lessor liable for injury to or or damages to the Lessee nor relieve the parties from their obligations under this Lease.

ARTICLE 7 — OPERATING EXPENSES

- | | | |
|----------------------------------|------|--|
| Definition of Operating Expenses | 7.01 | "Operating expenses" in this Lease means the total amount paid or payable by the Lessor in the performance of its covenants herein contained (save and except those contained in Article 5.11) and includes but without restricting the generality of the foregoing the amount paid or payable by the Lessor in connection with the maintenance, operation and repair of the Building, expenses in heating the common areas of the Building and each of the Suites therein (unless any of the Suites are equipped with their own individual and independent heating system in which event the cost shall be payable by the Lessee of any such suite) and providing hot and cold water, elevator maintenance, electricity, window cleaning, fire, casualty liability and other insurance, utilities, service and maintenance contracts with independent contractors or property managers, water rates and taxes, business licenses, janitorial service, building maintenance service, resident manager's salary (if applicable) and legal and accounting charges and all other expenses paid or payable by the Lessor in connection with the Building, the common property therein or the Lands. "Operating expenses" shall not include any amount directly chargeable by the Lessor to any Lessee or Lessees. The Lessor agrees to exercise prudent and reasonable discretion in incurring operating expenses, consistent with its duties hereunder. |
| Estimate of Operating Expenses | 7.02 | Prior to commencement of each calendar year during the Term other than the Base Year, the Lessor shall furnish to the Lessee an estimate of the Operating expenses for such calendar year based on prior years experience and the Lessee shall pay to the Lessor on the first day of each and every month during such calendar year, One-Twelfth (1/12th) of the Lessee's Share of such estimated Operating expenses |

Actual
Operating
Expenses

7.03 In the event that the actual Operating expenses in any calendar year exceed the estimated Operating expenses for that calendar year, the Lessee agrees to pay, within thirty (30) days of written demand by the Lessor the Lessee's Share of such excess and in the event that the actual Operating expenses in any calendar year is less than the estimated Operating expenses for that year the Lessee's share of operating expenses for the following year shall be reduced accordingly. The actual Operating expenses shall be calculated by the Lessor for each calendar year and shall be certified by the auditors of the Lessor in accordance with generally accepted accounting principles.

Definition of
Lessee's Share

7.04 "Lessee's Share" in this Lease means the ratio which the area of each of the suites bears to the total area of all suites in the Building, which ratio is hereby agreed to be in percentage terms and as applicable to each suite as set forth in Schedule "A" hereto.

ARTICLE 8 — PROVISOS

Provided always and it is hereby agreed as follows:

Damage by
Fire

8.01 In the event of damage to the Building by fire or other casualty against which the Lessor has covenanted to insure, the Lessee agrees that it will with reasonable diligence repair the Building or the part thereof so damaged to the extent of the proceeds payable in respect of the insurance therefor.

Performance
of Lessee's
Covenants

8.02 If the Lessee shall fail to perform any covenant or condition of this Lease on his part to be performed, the Lessor may that shall not be obligated so to do perform such covenant or condition as agent of the Lessee and all amounts paid by the Lessee in respect thereof and all costs, damages and expenses suffered or incurred by the Lessor in respect thereof shall be due and payable by the Lessee to the Lessor on demand as rent and the Lessor may exercise any remedy in respect of the recovery of any such amounts as it might for rent in arrears.

Rent Arrears

8.03 Any installment of rent or money payable as rent not paid on the due date shall without prejudice to any other rights of the Lessor arising from such breach, bear interest from the due date at the rate of Ten (10%) per annum or such rate as may from time to time be prescribed by the Lessor until paid.

Proviso for
Re-entry

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

Non-Waiver

8.05 No continuing, existing or overlooking by the Lessor of any default, breach or non-observance by the Lessee at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Lessor's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Lessor hereunder in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by the Lessor save only express waiver in writing. All rights and remedies of the Lessor in this Lease contained shall be cumulative and not alternative.

Overholding

8.06 If the Lessee shall continue to occupy any of the Suites after the expiration of this Lease and the Lessor shall accept rent, the new tenancy thereby created shall be deemed to be a monthly tenancy and shall be subject to the covenants and conditions contained in this Lease insofar as the same are applicable to a tenancy from month to month SAVE AND EXCEPT that the rental payable shall be as determined by the Lessor.

Waiver of
Subrogation

8.07 Notwithstanding anything to the contrary herein contained, the Lessor hereby releases the Lessee from any and all liability or responsibility to the Lessor or anyone claiming through or under the Lessor by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties insured against, even if such fire or other casualty shall have been caused by the fault or negligence of the Lessee or anyone for whom the Lessee may be responsible. PROVIDED HOWEVER that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the Lessor's insurance policy shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such insurance policy or prejudice the right of the Lessor to recover thereunder. The Lessor agrees that it will request the Lessor's insurance carriers to include in each of the Lessor's policies a suitable clause or endorsement commonly known as a waiver of subrogation endorsement.

Lease
Subordinate

8.08 This Lease is and shall be subject and subordinate to any prior charge constituting a charge, lien or mortgage upon the Lands and Buildings.

ARTICLE 9 — DEFINITION — TAXES

9.01 "Taxes" in this Lease shall mean all taxes, rates, local improvement rates, duties, charges, levies and assessments of every nature and kind whatsoever whether municipal, provincial, federal or otherwise now charged or hereafter to be charged upon or against the Lands and the Building or with respect to the use and occupancy of the Lands and the Building or the improvements, equipment, machinery and fixtures brought therein or appertaining thereto.

ARTICLE 10 — SEPARATE LEASES

10.01 It is hereby declared and agreed between the parties hereto that each of the Suites shall be held during the Term separately from and independently of each of the other Suites and shall not be affected by the breach of any of the covenants, stipulations or conditions herein contained in respect of any others or either of the Suites and accordingly each suite shall be held during the Term with the benefit of all rights and privileges appurtenant thereto as if each suite had been demised to separate Lessees by separate leases in the form of this Lease.

ARTICLE 11 — OWNERSHIP EXCLUDED

11.01 IT IS UNDERSTOOD AND AGREED by and between the parties hereto that no person entitled to occupy all or a portion of the Lands or the Buildings (whether by way of assignment, sub-lease granted by the Lessee or any other form of documentation) is or is entitled to become the shareholder or owner directly or indirectly of the Lessee.

ARTICLE 12 — NOTICES

12.01 Any notice required or contemplated by this Lease shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed to the address of the party to whom such notice is to be given at the address of such party as given in this Lease or to such other address as either party may notify the other of in writing during the term hereof and any such notice shall be effective and shall be conclusively deemed to have been received as of the day of such personal delivery or as of the second business day after the day of such mailing.

ARTICLE 13 — INTERPRETATION

13.01 The headlines to the Articles and clauses of this Lease are for convenience only and shall not constitute a part of this Lease. The definition of any words used in any Article of this Lease shall apply to such words when used in any other Article hereof whenever the context is consistent.

ARTICLE 14 — BINDING ON HEIRS, ETC.

14.01 This Lease and everything herein contained shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives as the case may be of each of the parties hereto and every reference herein to any party shall include the heirs, executors, administrators, successors, assigns or other legal representatives of such party and where there is more than one (1) Lessee or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

IN WITNESS WHEREOF the Lessor and Lessee have duly signed and executed these presents at the City of Vancouver as of the day, month and year first above written.

The Corporate Seal of the Lessor
CONGDON CONSTRUCTION LTD.
was lawfully affixed in the presence of:

John C. Boyd PRESIDENT

The Corporate Seal of the Lessee
DUSPARD CONSTRUCTION LTD.
was lawfully affixed in the presence of:

John C. Boyd PRESIDENT

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SCHEDULE "A"

<u>SUITE NUMBER</u>	<u>PERCENTAGE</u>	<u>EXPLANATORY PLAN NUMBER</u>
101	.699	2078-R
102	.699	2078-R
103	.692	2078-R
104	.820	2078-R
105	.639	2078-R
106	.663	2078-R
107	.682	2078-R
108	.406	2078-R
109	.660	2078-R
110	.639	2078-R
111	.819	2078-R
112	.692	2078-R
113	.699	2078-R
114	.699	2078-R
201	.477	2079-R
202	.766	2079-R
203	.764	2079-R
204	.756	2079-R
205	.994	2079-R
206	.947	2079-R
207	.722	2079-R
208	.738	2079-R
209	.668	2079-R
210	.679	2079-R
211	.734	2079-R
212	.722	2079-R
213	.947	2079-R
214	.994	2079-R
215	.957	2079-R
216	.764	2079-R
217	.764	2079-R
301	.477	2080-R
302	.766	2080-R
303	.764	2080-R
304	.756	2080-R
305	.994	2080-R
306	.947	2080-R
307	.722	2080-R
308	.738	2080-R
309	.668	2080-R
310	.679	2080-R
311	.734	2080-R
312	.722	2080-R
313	.947	2080-R
314	.994	2080-R
315	.957	2080-R
316	.764	2080-R
317	.764	2080-R
401	.477	2081-R
402	.766	2081-R
403	.764	2081-R
404	.756	2081-R
405	.994	2081-R
406	.947	2081-R
407	.722	2081-R
408	.738	2081-R
409	.668	2081-R
410	.679	2081-R
411	.734	2081-R
412	.722	2081-R
413	.947	2081-R
414	.994	2081-R
415	.957	2081-R
416	.764	2081-R
417	.764	2081-R

SCHEDULE "B"

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Schedule "B" to Lease made as of the 1st day of May, 1974

between CORDON CONSTRUCTION LTD.

by Lessee, CORDON CONSTRUCTION LTD.

RULES AND REGULATIONS.

1. The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress and egress and to and from any of the Suites in the Building, and the fire towers shall not be obstructed in any way.
2. No Lessee shall make or permit any disturbing noise in the Building or do or permit anything to be done therein which will interfere with the rights, comfort and convenience of other occupants of the Building. No Lessee shall play upon any musical instrument or permit to be operated a phonograph or a radio or television loudspeaker or other sound producing device in such Lessee's Suite or practice or permit to be practiced either vocal or instrumental music before 8:00 a.m. or after 11:00 p.m. or if the same shall disturb or annoy other occupants of the Building. No Lessee shall give vocal or instrumental instruction at any time.
3. Each Lessee shall keep such Lessee's Suite in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.
4. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the Building.
5. No chairs, lamps, window guards, ventilators, supplementary heating or air-conditioning devices shall be used in or about the Building except such as shall have been approved by the Lessor.
6. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved by the Lessor; nor shall anything be projected out of any window of the Building without similar approval.
7. No scooters, bicycles, mopeds, shopping carts, or similar vehicles shall be allowed in the passenger elevators and none of the above mentioned vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the Building.
8. No Lessee shall wilfully or unduly waste or permit to be wasted, the hot and cold water and heat supplied or furnished by the Lessor and will promptly repair leaky taps or toilets.
9. Toilets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into same. Any damage resulting from misuse of any toilet or other apparatus shall be paid for by the Lessee in whose Suite it shall have been caused.
10. No Lessee shall keep or harbor in the Building any animal, bird, domestic or household pet without the written consent of the Lessor, provided that the Lessor may at any time in writing revoke such consent or request the removal of any domestic or household pet, animal or bird, which is a nuisance or causing an annoyance to others, whereupon such animal or pet shall be removed forthwith from the Building. No Lessee shall feed pigeons, gulls or other birds from the windows of their Suite, or anywhere in close proximity to the Building.
11. No radio or television aerial shall be attached to or hung from the exterior of the Building without the approval of the Lessor.
12. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any Suite at any reasonable hour of the day for the purpose of inspecting each Suite to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
13. The Lessor shall have the right from time to time to reduce or relocate any space devoted to storage or laundry purposes and to limit the hours in which the same are available for use by Lessees.
14. Garbage and refuse from the Suites shall be deposited in such place in the Building only and at such times and in such manner as the manager of the Building may direct.
15. No vehicle belonging to a Lessee or to a member of the family or guests, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
16. Complaints, if any, regarding service in the Building shall be made in writing to the Lessor.
17. The Lessor may retain a passkey to each Suite. No Lessee shall alter any lock or install a new lock on any door leading into his Suite without the prior approval of the Lessor, which approval the Lessor shall not unreasonably withhold or delay. If such approval is given, the Lessee shall provide the Lessor with a key for Lessor's use.
18. No contractor or workman shall be permitted to do any work in the Suite that would disturb any other resident between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Lessor.
19. No auction sale shall be held in any Suite.
20. The following rules shall be observed with respect to incinerator equipment:
 - (a) All wet debris is to be securely wrapped or bagged in small package size to fit easily into hopper panel.
 - (b) Debris should be completely dry-free before it leaves the Suite and carried to the incinerator closet in a careful manner and in a drip proof container; then placed into the blue hopper so it will drop into the flue for disposal.
 - (c) Cardboard boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at the incinerator area.
 - (d) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or solvent cans or any other inflammable, explosive, high combustible substances or cigar stubs be thrown into the incinerator flue.
 - (e) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
 - (f) The Lessor shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.
21. No Lessee shall throw or allow to fall or permit to be thrown or to fall any material substance whatsoever out or from any window, door, stairway, passage or other part of the Suite or Building.
22. No Lessee shall place or park anything in the parking area of the Building other than a private automobile or motor-cycle.
23. No Lessee shall perform any automobile repairs or repairs to other mechanical equipment in any part of the Building.
24. No Lessee shall store any combustible, inflammable or other offensive material in his Suite.

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25. No Lessee will do or permit to be done anything on the grounds of the Building likely to damage the plants, bushes, flowers or lawns and no Lessee shall place chairs, tables or other objects on the lawns or other areas of the Building which may be used in common by all Lessees so as to damage them or prevent their reasonable growth or to interfere with the cutting of lawns or the maintenance of such common property from time to time.
26. The Lessor shall not be responsible for accidents on the swimming pools and saunas and the Lessor shall observe all rules pertaining to the use of the same.
27. The Lessee shall not install any walls, fences, enclosures, awnings or plantings on any terrace or balcony except with the prior written approval of the Lessor or its managing agent. No cooking shall be permitted on any terraces, balconies or on any roof of the Building, nor shall the walls thereof be painted except with the prior written approval of the Lessor or its managing agent. It shall be the Lessee's duty to keep such terrace, balcony or adjoining roof clean and free from ice, snow, leaves and debris and to provide proper drainage therefor, and the Lessor shall have no duties or obligations with respect to any such matters.
28. No Lessee shall paint any of the exterior of the Building and the appurtenances thereto or do or permit to be done anything which would alter the exterior appearance of the Building.
29. No Lessee shall permit cooking or other odours to escape from Suites into the Building.
30. No Lessee shall use any equipment or appliances that result in poor quality or interruption of service to other portions of the Building or overloading of or damage to facilities maintained by the Lessor for the supplying of water, gas, electricity or other services to the Building.
31. No Lessee shall use any storage space, laundry or other facility outside the Suites for the storage of valuable or perishable property.
32. If washing machines or other equipment are made available to Lessees, the same shall be used on condition that the Lessor is not responsible for such equipment or for any damage caused to the property of the Lessee resulting from the use thereof and that any use that may be made of such equipment shall be at the Lessee's own cost, risk and expense.
33. Any consent, approval or permission given under these rules and regulations by the Lessor:
- (a) must be in writing and
 - (b) shall be revocable at any time.
34. Any items stored by Lessees in space furnished by the Lessor in the Building for that purpose shall be at the sole risk of Lessees and the Lessor shall not be responsible in any way for their loss or damage due to theft, fire, water damage or other causes.
35. Parking of vehicles of Lessees only shall be permitted and in such location and on such terms as the Lessor may from time to time prescribe.
36. No deliveries or pick up of furniture or major appliances shall be made before 10:00 a.m. or after 4:00 p.m. without the consent of the Lessor.

SCHEDULE "3"

MODIFICATION OF LEASE

THIS AGREEMENT made the 20th day of February, 1981
BETWEEN:

CONGDON CONSTRUCTION LTD., of 425 Quebec Street,
Victoria, British Columbia,

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

DESPARD CONSTRUCTION LTD., of 425 Quebec Street,
Victoria, British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS:

1. This agreement is supplemental to a lease (herein called the "Lease") dated the 1st day of May, 1974 between the same parties whereby the Lessor leased to the Lessee the Suites more particularly described in the Lease which suites are located in the building situate on Lot A, Fairfield Farm Estate, Victoria City, Plan 18738 and which Lease was registered in the Victoria Land Title Office under number F22654.

2. There was an error in the calculation of the percentages as set out on Schedule 'A' to the said Lease which error the parties wish to correct.

3. Although the description and location of the leased premises was agreed upon by the parties hereto, a description of the reference plans identifying the same was inadvertently omitted from the Lease.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the

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terms of the Lease are hereby amended as follows: by adding the words "2078.R, 2079.R, 2080.R and 2081.R" to clause 1.01 of the Lease so that clause 1.01 reads as follows:

"1.01 WITNESSETH THAT in consideration of inter alia the covenants and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, the Lessor hereby demises and leases unto the Lessee subject to the terms, covenants and conditions as hereinafter set forth, each of the Suites known by the suite numbers as more particularly set forth in Schedule "A" hereto and as each are shown on the Explanatory Plans numbered 2078.R, 2079.R, 2080.R and 2081.R" as set forth in Schedule "A" hereto and filed at the Victoria Land Registry Office on the 28th day of February, 1977 (hereinafter called the "Suites"), TOGETHER WITH the right in common with the Lessor and the lessees of all suites in the Building and all others having the like right to use for purposes only of access to and egress from the Suites, the entrance hall, staircases, corridors and elevators in the Building and to use the laundry rooms and storage facilities (as may be designated by the Lessor) in the Building for the purpose for which they are designed."

2. By repealing Schedule "A" to the Lease in its entirety and substituting in lieu thereof Schedule "A" hereto.

3. The Lease as amended hereby shall continue in full force and effect for the remainder of the term thereof.

IN WITNESS WHEREOF the Lessor and Lessee have duly signed and executed these presents at the City of Victoria

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as of the day and year first above written.

The Corporate Seal of CONGDON)
CONSTRUCTION LTD. was here-)
unto affixed in the presence)
of:)

c/s

The Corporate Seal of DESPARD)
CONSTRUCTION LTD. was here-)
unto affixed in the presence)
of:)

c/s

SCHEDULE "A"

<u>SUITE NUMBER</u>	<u>PERCENTAGE</u>	<u>EXPLANATORY PLAN NUMBER</u>
101	1.42	2078.R
102	1.42	2078.R
103	1.41	2078.R
104	1.67	2078.R
105	1.30	2078.R
106	1.35	2078.R
107	1.39	2078.R
108	.82	2078.R
109	1.34	2078.R
110	1.30	2078.R
111	1.66	2078.R
112	1.41	2078.R
113	1.42	2078.R
114	1.42	2078.R
201	.97	2079.R
202	1.56	2079.R
203	1.56	2079.R
204	1.54	2079.R
205	2.03	2079.R
206	1.93	2079.R
207	1.47	2079.R
208	1.50	2079.R
209	1.36	2079.R
210	1.38	2079.R
211	1.50	2079.R
212	1.47	2079.R
213	1.93	2079.R
214	2.03	2079.R
215	1.54	2079.R
216	1.56	2079.R
217	1.56	2079.R
301	.97	2080.R
302	1.56	2080.R
303	1.56	2080.R
304	1.54	2080.R
305	2.03	2080.R
306	1.93	2080.R
307	1.47	2080.R
308	1.50	2080.R
309	1.36	2080.R
310	1.38	2080.R
311	1.50	2080.R
312	1.47	2080.R
313	1.93	2080.R
314	2.03	2080.R
315	1.54	2080.R
316	1.56	2080.R
317	1.56	2080.R
401	.97	2081.R
402	1.56	2081.R
403	1.56	2081.R
404	1.54	2081.R
405	2.03	2081.R
406	1.93	2081.R
407	1.47	2081.R
408	1.50	2081.R
409	1.36	2081.R
410	1.38	2081.R
411	1.50	2081.R
412	1.47	2081.R
413	1.93	2081.R
414	2.03	2081.R
415	1.54	2081.R
416	1.56	2081.R
417	1.56	2081.R
	100.00	

END OF DOCUMENT