

36575

Substitute for form "C"

Date May 16 1974 Nature of Interest Lease
 Description of Land 100,000 sq. ft. Disposition of C.T. Lease
 P.I. - 350 - 2000 Applicant QUELLE & SONS LTD.
 Telephone number G01-9241 36575 as Solicitor 770-7771 Lombly St. Co.
Vancouver B.C.

THIS LEASE made as of the 10 day of May, 1974. 10 5. 1974 10 00
 IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN

53-9635-6

FIRST CANADIAN LAND CORPORATION LTD.,
 a body corporate with principal place
 of business in the Province of British Columbia,
 at 10th Floor, 549 Howe Street, in the City of
 Vancouver, Province of British Columbia,

(hereinafter called the "Lessor")

OF THE FIRST PART

AND

MAY 17-74 871225
 V.M. PRESCOTT LTD., a company incorporated under the laws of the Province of Alberta, registered extra-provincially in accordance with the provisions of the British Columbia Companies Act and having its principal place of business for British Columbia at 549 Howe Street, City of Vancouver, Province of British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS:

A. The Lessor is the owner of the lands located at 1534 Harwood Street, Vancouver, British Columbia, legally known and described as set forth in Schedule "1" hereto (the "Lands").

B. There is presently constructed upon the Lands a Eleven (11) storey apartment building known as THE STANBERRIES, commonly known as the "Building").

MEMORANDUM OF REGISTRATION

JUN 13 1974

30:1 MAY 21 1974
 VANCOUVER, B.C.

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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 Vancouver Land Registry Office on the 17th day of May, 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.

*Lease
payment?*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 31st day of December, 2073, (hereinafter called the "Term").

*99yr lease*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 first day of each and every month of the Base Year commencing on the date of commencement of the

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Term, the monthly sum as set forth in Schedule "A" hereto in respect of each of the Suites.

ARTICLE 4 - Lessee's Covenants:

The Lessee covenants with the Lessor:

- | | | |
|---------------------------------------|------|--|
| <u>Rent</u> | 4.01 | To pay rent; |
| <u>Utility Charges</u> | 4.02 | To pay all charges for light and power supplied, delivered, provided to or made available for use in each of the Suites; |
| <u>Repairs</u> | 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; |
| <u>Waste and Nuisance</u> | 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. |
| <u>Increase of Insurance Premiums</u> | 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. |

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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 hereof 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.

4.09 To use each of the Suites for the purposes of a private residence only.

Entry by
Lessor

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 reason-

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able 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

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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, such insurance to be 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 each of 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 upon the Lands and Building.

ARTICLE 6 - Interruption of Service

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

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and act 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 in 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 licences, 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.

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"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.

Exclude

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.

*Estimate of
Operating
pro-rata 12
pynts*

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.

*pay residual
within 30 day*

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

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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 Lessor 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 therefore.

Lessor to repair.

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 (but shall not be obligated so to do) perform such covenant or condition as agent of the Lessee and all amounts paid by the Lessor 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.

charge back to Lessee

Rent Arrears

8.03

Any installment of rent or monies 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 cent per annum or such rate as may from time to time be prescribed by the Lessor until paid.

10% on arrears

Proviso for Re-entry

8.04

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

Re-enter in event of breach

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Non-Waiver

8.05

No condoning, excusing 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 herein 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.

with
over-holding
convert to
month to
month

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

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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 policies 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 Building.

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

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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 other of the Suites and accordingly each suite shall be held during the Term with the benefit of all rights and privilege appurtenant thereto as if each suite had been demised to separate leasees by separate leases in the form of this Lease.

ARTICLE 11 - Notices

11.01 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 12 - Interpretation

12.01 The headings 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.

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ARTICLE 13 -- Binding on Heirs, etc.

13.01 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 representative 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
FIRST CANADIAN LAND CORPORATION)
LTD. was hereunto affixed in the)
presence of:)

V.M. Prescott President
J. Prescott Secretary

The Corporate Seal of
V.M. PRESCOTT LTD. was hereunto)
affixed in the presence of:)

V.M. Prescott President
J. Prescott Secretary

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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
Vancouver, in the Province of British Columbia, more particularly
known and described as:

Lot 8,
Block 52,
District Lot 185,
Group 1,
New Westminster District,
Plan 92.

SUITE NUMBER	EXPLANATORY PLAN NUMBER	SCHEDULE "A"	BASE YEAR PAYMENT. (ARTICLE 3)
		PERCENTAGE	
201	12152x	2.4112	\$ 54.00
202	12152x	2.4560	55.00
203	12152x	2.4560	55.00
204	12152x	2.4112	54.00
301	12153x	2.4112	54.00
302	12153x	2.4560	55.00
303	12153x	2.4560	55.00
304	12153x	2.4112	54.00
401	12154x	2.4112	54.00
402	12154x	2.4560	55.00
403	12154x	2.4560	55.00
404	12154x	2.4112	54.00
501	12155x	2.4112	54.00
502	12155x	2.4560	55.00
503	12155x	2.4560	55.00
504	12155x	2.4112	54.00
601	12156x	2.4112	54.00
602	12156x	2.4560	55.00
603	12156x	2.4560	55.00
604	12156x	2.4112	54.00
701	12157x	2.4112	54.00
702	12157x	2.4560	55.00
703	12157x	2.4560	55.00
704	12157x	2.4112	54.00
801	12158x	2.4112	54.00
802	12158x	2.4560	55.00
803	12158x	2.4560	55.00
804	12158x	2.4112	54.00
901	12159x	2.4112	54.00
902	12159x	2.4560	55.00
903	12159x	2.4560	55.00
904	12159x	2.4112	54.00
1001	12160x	2.4112	54.00
1002	12160x	2.4560	55.00
1003	12160x	2.4560	55.00
1004	12160x	2.4112	54.00
1101	12161x	2.4112	54.00
1102	12161x	2.4560	55.00
1103	12161x	2.4560	55.00
1104	12161x	2.4112	54.00

SCHEDULE "B"

Schedule "B" to a Lease made as of
the 1st day of May, 1974
between ~~U.S. Continental Building Ltd~~ as
Lessor and ~~V.M. Prescott Ltd.~~ as
Lessee

RULES AND REGULATIONS:

1. The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress 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 noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or 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 suffer 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 staircases, 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 shades, awnings, 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 velocipedes, bicycles, scooters, shopping carts, or similar vehicles shall be allowed in the passenger elevator 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.

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RULES AND REGULATIONS (Cont'd.)

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 the same. Any damage resulting from misuse of any toilets 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.

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RULES AND REGULATIONS (Cont'd.)

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 the hopper panel.
 - (b) Debris should be completely drip-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 flue hopper so it will drop into the flue for disposal.
 - (c) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into 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 aerosol cans or any other inflammable, explosive, high combustible substances or cigar stubs be thrown into the incinerator flue.
 - (e) The Lessor shall be notified of any drippings, or moisture, appearing on incinerator closet floor and corridors.
 - (f) 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.
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 the Building.
22. No Lessee shall place or park anything in the parking area of the Building other than a private automobile or motorcycle.
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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RULES AND REGULATIONS (Cont'd.)

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 in or around the swimming pools and saunas and the Lessee shall observe all rules pertaining to the use of the same.
27. The Lessee shall not install any walls, fences, enclosures, awnings or planting 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 of 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 the 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 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.

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RULES AND REGULATIONS (Cont'd.)

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.

RQST:2011-03-04-09.23.43.367

FORM NO. 205 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

55
56
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Acknowledgment of Officer of a Corporation

1974

, in the Province of British Columbia, (whose recovery has been proved by the evidence on

~~XXXXXX~~ personally known to me,

President

and that he is the person

President

and affixed the seal of the

FIRST CANADIAN LAND CORPORATION LTD.

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to

the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

in the Province of

British Columbia, this 15th day of May

one thousand nine hundred and ~~seventy-four~~.

A Commissioner for taking Affidavits for British Columbia.

NOTE--WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

FORM NO. 205 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.
WASHINGTON, D.C.

36575

NOTE--WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

3:05 PM
02/09/11
Accrual Basis

1534 Harwood Street (St Pierre) Ltd.
Profit & Loss
January through December 2010
Jan - Dec 10

UNAUDITED
ACTUALS
2010

Expense

5100 - Rep&Mtc

5101 - Elevator	4,881.86
5102 - Plumbing	14,409.18
5103 - Electricity & Lighting	1,508.84
5106 - Garbage	4,554.48
5107 - Landscaping	1,784.23
5108 - Pest Control	604.80
5111 - Lock / Keys	614.03
5112 - Security	6,987.51
5116 - Fire / Safety	1,874.88
5117 - Building Rep Mtc	
5106 - Painting	5,018.69
5109 - Interior	14,754.80
5110 - Roof	1,150.00
5114 - Windows	681.37
5115 - Exterior	1,648.18

Total 5117 - Building Rep Mtc 23,269.02

5199 - Other Rep&Mtc 1,146.05

5000 - Licenses (Elevator,Boller,etc) 478.00

Total 5100 - Rep&Mtc 61,810.77

6200 - Major Rep&Mtc

5203 - Electricity and Lighting, , Major 0.00

Total 6200 - Major Rep&Mtc 0.00

6300 - Utilities

6301 - Gas 23,378.88

6302 - Electricity 5,457.61

6303 - Water 5,684.08

Total 6300 - Utilities 34,420.56

6400 - Property Taxes 34,008.61

6100 - Administration

6800 - Caretaker & Benefits 23,436.00

6101 - Telephone 808.88

6102 - Management Fee 13,020.00

6104 - Office Expenses 808.93

6201 - Accounting & Legal 2,077.47

6301 - Bank Fees 1,544.41

Total 6100 - Administration 41,496.77

6200 - Professional Expenses

6202 - Engineers 10,269.18

6203 - Insurance 8,944.00

Total 6200 - Professional Expenses 19,203.18

Total Expense

191,038.86

2010

The St Pierre
2008 Budget Operating Expense Tax Breakdown

Unit	Percentage Per Unit	Property Taxes	Operating Costs	Total Monthly Cost
1001	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
1002	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
1003	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
1004	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
1101	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
1102	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
1103	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
1104	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
101	2.6560%	\$ 92.96	\$ 786.49	\$ 879.45
201	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
202	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
203	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
204	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
301	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
302	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
303	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
304	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
401	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
402	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
403	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
404	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
501	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
502	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
503	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
504	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
601	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
602	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
603	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
604	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
701	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
702	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
703	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
704	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
801	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
802	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
803	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
804	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
901	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
902	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
903	2.4560%	\$ 85.96	\$ 727.27	\$ 813.23
904	2.4112%	\$ 84.39	\$ 714.00	\$ 798.39
Total Monthly	100.00%	\$ 3,500.00	\$ 29,611.89	\$ 33,111.89
Total Year		\$ 42,000.00	\$ 355,342.64	\$ 397,342.64