

MAR 27 2020

Affidavit #1 of Hugh Trenchard
Sworn the 27 day of March, 2020
Court of Appeal File No. CA46417

COURT OF APPEAL

BETWEEN:

HUGH TRENCHARD

APPELLANT (Plaintiff)

AND:

WESTSEA CONSTRUCTION LTD.

RESPONDENT (Defendant)

AFFIDAVIT

I, Hugh Trenchard, B.C. Government employee, of 805 – 647 Michigan Street, Victoria, British Columbia, **SWEAR THAT:**

1. I am the Appellant (plaintiff) herein and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be based on information and belief and, where so stated, I verily believe the same to be true.

Replicated Lease

2. Attached to this affidavit and marked as **Exhibit “A”** is a typed replication of the Orchard House lease (the “**Replicated Lease**”).

3. There are two different copies of the Orchard House lease. One copy is of the original Orchard House head lease that was registered at the Victoria Land Registry Office (“**Head Lease**”). This is included in the Appellant’s Appeal Book at p. 006 – 018.11.

4. The second lease copy is Schedule 2 as it was attached to my lease re-assignment document, furnished to me when I acquired my leasehold interest in 2011. Schedule 2 is included in the Appellant’s Appeal Book at p. 001 – 005.7.

5. The Replicated Lease is a copy of the Schedule 2 copy of the Orchard House lease. The formatting and spacing of the Replicated Lease are different from the actual Schedule 2, and I have not numbered the pages of the Replicated Lease.

6. **Exhibit “A”** is the final product of a draft Replicated Lease that I prepared and which was reviewed by the Respondent.
7. The process of the review leading to the Replicated Lease attached as **Exhibit “A”** was:
- in March 2020, I exchanged communications with the Respondent in which the Respondent reviewed a draft of “Schedule 2” that I had prepared.
 - The Respondent identified some errors in my draft Replicated Lease. I corrected the draft accordingly, leaving four edits uncorrected since, on my reading of Schedule 2, they were not required.
8. Attached as **Exhibit “B”** is a copy of an email from me to Respondent’s counsel dated March 20, 2020; an email from Respondent’s counsel, dated March 19, 2020, together with a copy of the Respondent’s “Comparison document”, which is my draft Replicated Lease containing with the Respondent’s proposed changes marked in red and blue.

Differences between Schedule 2 and the Orchard House Head Lease

9. When comparing the **Head Lease** with **Schedule 2**, I observe that in general they are formatted differently and otherwise, on my reading, they are identical in content except for the following (not including a few minor differences in the Rules and Regulations):

Article	Head Lease	Schedule 2
5.09	“...insurance...such insurance to be in such amount as...”	“...insurance...in such amount as...”
5.10	“...intercommunication service to each of the Suites...”	“...intercommunication service to the suites...”
6 (heading)	“...of Service”	“...of Services”
6.01	(fifth line) no comma between “maintenance repairs”	comma between “maintenance, repairs”
6.01	(p.7) “...and act of God.”	“...and Acts of God.”
7.01	(fifth line) comma after “...without restricting the generality of the foregoing,”	no comma after “...without restricting the generality of the foregoing”
7.02	(last line) period included	period omitted

8.03	"...(10%) per cent per annum..."	"...(10%) per annum..."
8.07	(p.11, first line) "...responsible, PROVIDED HOWEVER..."	(fifth line) "...responsible. PROVIDED HOWEVER..."
13 (heading)	heading omitted	"ARTICLE 13 – BINDING ON HEIRS, ETC."
13.01	(ninth line) "gramatical" (one 'm')	(fifth line) "grammatical" (double 'm')

Identical 99-year leases

10. Via the services of a land title agent and upon my personal attendance at the Victoria Land Title Office, I obtained copies of 99-year residential leases in Vancouver and Richmond, certified by land title officials. These leases are listed below and attached as Exhibits as noted. The leases attached to this affidavit as Exhibits are copies of the certified copies and I aim to make available the originally signed certified copies at the hearing of this appeal.

Building	Location	Owner/Lessor	# Suites	Lease start	Exhibit
Westsea Towers	Vancouver	Westsea Construction Ltd.	156	May 1, 1974	C
The Chelsea	Vancouver	First Canadian Land Corporation Ltd.	40	May 1, 1974	D
The Heritage	Vancouver	First Canadian Land Corporation Ltd.	163	May 1, 1974	E
The Horizon	Vancouver	First Canadian Land Corporation Ltd.	89	May 1, 1974	F
The Martinique	Vancouver	First Canadian Land Corporation Ltd.	92	May 1, 1974	G
The St. Pierre	Vancouver	First Canadian Land Corporation Ltd.	40	May 1, 1974	H
The Surfcrest	Vancouver	Sheridan Investments Ltd.	160	May 1, 1974	I
The Royal Richmond	Richmond	George Mulek, Brian Hitchon, and Violet Hitchon	50	May 1, 1974	J

Imperial Richmond	Richmond	George Mulek, Brian Hitchon, and Violet Hitchon	50	May 1, 1974	K
Total			840		

11. I have reviewed the contents of each of these leases by a line-by-line, word-by-word comparison with the Orchard House Head Lease. On my reading of all these leases, I observe the following differences:

- the parties
- the property descriptions and suite proportions
- the base year Operating expense amount
- the dates of registration and land registry office.

12. On my reading of all the leases at **Exhibits C – K**, all these leases, along with the Orchard House Head Lease, are identical in content including the page and paragraph numbers, the headings and the 36-paragraph Rules and Regulations, except for two differences:

- **Ex. E** (the Heritage) and the Orchard House Head Lease, Article 1.01, line 13, contain the word “egress”; whereas all the others contain the word “agress”
- Article heading “13 – Binding on Heirs, Etc.” is omitted (heading only, not content) from the Westsea Towers (**Ex. C**), Royal Richmond (**Ex. J**), Imperial Richmond (**Ex. K**) leases; it also omitted in the Orchard House Head Lease.

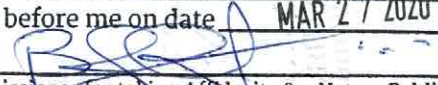
13. I make the following additional observations:

- The word “gramatical” with a single ‘m’ in Article 13.01 appears in all the leases attached hereto, including the Orchard House Head Lease (but in the **Schedule 2** version of the Orchard House lease, the word is “grammatical”)
- There is a stamp at the top of the first page of each of the leases attached hereto that is endorsed by Buell, Ellis & Co. There is a similar stamp on the Orchard House Head Lease and there are footers at the page-bottoms of Schedule 2 marked “Buell, Ellis & Co.”
- Some copies contain words that are truncated from the edges.

EXHIBIT A

This is Exhibit "A" referred to in the affidavit of

HUGH TRENCHARD
Sworn before me on date MAR 27 2020


A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT

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: WESTSEA CONSTRUCTION LTD., a body corporate duly
incorporated under the laws of the Province of British Columbia
and having its registered office at 1075 West Georgia Street, in
the City of Vancouver, Province of British Columbia,
(Incorporation #68766, March 23, 1966)

(hereinafter called the "Lessor")

OF THE FIRST PART

AND: CAPITAL CONSTRUCTION SUPPLIES LTD., a body
corporate, duly incorporated under the laws of the Province of
British Columbia having its chief place of business at 1330
Harwood Street, in the 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 647 Michigan Street, Victoria, British Columbia, legally known and described as Set forth in Schedule "1" hereto
(the "Lands")
- B. There is presently constructed upon the lands a 22 storey apartment building known as ORCHARD HOUSE the "Building").

A Commissioner for taking Oaths, Notary Public
 in and for the Province of British Columbia, Canada.
 My Commission Expires on _____
 My Commission is Permanent.

I, _____
 do hereby certify that the above is a true and correct copy of the original as shown to me by _____
 Notary Public
 440-2001 DOUGLAS STREET
 VICTORIA, BC CANADA V8T 1K1
 (250) 383-4100
 MY COMMISSION IS PERMANENT

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 17th day of May, 1974 (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.

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”).

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 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 of 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 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 of 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 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 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. “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 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.

Performance of Lessees 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.

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 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 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.

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 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 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 privileges appurtenant thereto as if each suite had been demised to separate lessees 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

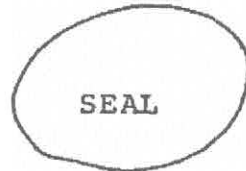
12.01 The headings to the Articles and clauses of this Lease are for convenience only and shall not constitute a part of this Lease. The definition of any words used in any Article of this Lease shall apply to such words when used in any other Article hereof whenever the context is consistent.

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 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)
WESTSEA CONSTRUCTION LTD.)
was hereunto affixed in the presence of:)
"GEORGE MULEK")
_____)
"PRESIDENT & DIRECTOR")
_____)



The Corporate Seal of the Lessee)
CAPITAL CONSTRUCTION SUPPLIES LTD.)
was hereunto affixed in the presence of:)
"GEORGE MULEK")
_____)
"PRESIDENT & DIRECTOR")
_____)



BUELL, ELLIS & CO.

SCHEDULE "1"

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

Lot A of Lots 1761 to 1765 inclusive
and Lots 1803 to 1807 inclusive
Victoria City,
Plan 22534

SCHEDULE 11

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

Lot A of Lots 1761 to 1762 inclusive

and Lots 1808 to 1807 inclusive

Victoria City,

Plan 22534

SCHEDULE "B"

Schedule "B" to a Lease made as of the 1st day of May, 1974
 between WESTSEA CONSTRUCTION LTD. as Lessor
 and CAPITAL CONSTRUCTION SUPPLIES 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 and 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 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 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 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 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 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 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.
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 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 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 aerosol 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 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.
 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 or 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 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.

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 odors to escape from within the Building.

30. No Lessee shall use any equipment or appliances that result in poor quality or interference of service in other portions of the Building or encroaching or damage to facilities maintained by the Lessor for the supply of water, gas, electricity or other services to the Building.

31. No Lessee shall use any storage space, landing or other facility outside the Building for the storage of vehicles or combustible property.

32. If working machines or other equipment are made available to Lessee, the same shall be used on condition that the Lessee is not responsible for such equipment or for any damage caused in the vicinity of the Lessee's building. Lessee has agreed that any use that may be made of such equipment shall be at the Lessee's sole 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 Lessee in space furnished by the Lessor in the Building for the purpose shall be at the sole risk of Lessee 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 Lessee's only shall be permitted and in such location and on such terms as the Lessor may from time to time prescribe.

36. No delivery or pick up of furniture or major appliances shall be made between 10:00 a.m. or after 4:00 p.m. without the consent of the Lessor.

EXHIBIT B



Hugh Trenchard <h.a.trenchard@gmail.com>

Trenchard v. Westsea CA46417 - replicated lease

1 message

Hugh Trenchard <h.a.trenchard@gmail.com>

Fri, Mar 20, 2020 at 4:21 PM

To: Tina Le <tle@singleton.com>

Cc: Claire Immega <cimmega@singleton.com>, "Mark C. Stacey" <mstacey@singleton.com>

Hi Tina. Thanks very much for reviewing my draft of the replicated lease. I agree with your edits and have incorporated them as attached, except as follows:


- Para 1 of the Rules and Regulations "ingress and to and egress" - the first "and" is there, on my reading
- Para 20(a) of the Rules and Regs "into hopper panel" without the word "the" is how it reads, on my reading
- Para 25 of the Rules and Regs "or the Building", the word "or" (not "of") is there, on my reading
- I've put "BUELL, ELLIS & CO." back in after the signature block, and at the end of the Rules and Regulations, since the words do appear on the document.


Also for the Article 5.09 margin heading, I capitalized "Liability Insurance".

Please let me know if this meets your approval.

Regards,

Hugh Trenchard

This is Exhibit B referred to in the affidavit of
HUGH TRENCHARD
 Sworn before me on date MAR 27 2020

 A Commissioner for taking Affidavits & a Notary Public
 in and for the Province of British Columbia, Canada.

 **5.0 Orchard House lease March 20 2020.pdf**
 216K

BEVERLY CARTER
 NOTARY PUBLIC
 240-2950 DOUGLAS STREET
 VICTORIA, BC, CANADA V8T 4N4
 (250) 383-4100
 MY COMMISSION IS PERMANENT



Hugh Trenchard <h.a.trenchard@gmail.com>

Trenchard v. Westsea Construction Ltd. | Court of Appeal File No. CA46417 [SU-GENERAL.FID680130]

2 messages

Tina Le <tle@singleton.com>

Thu, Mar 19, 2020 at 11:10 AM

To: Hugh Trenchard <h.a.trenchard@gmail.com>

Cc: "Mark C. Stacey" <MStacey@singleton.com>, Claire Immega <CImmega@singleton.com>

Dear Mr. Trenchard:

Please find attached an unfiled copy of the requisition to adjourn generally the pre-hearing conference set for March 24, 2020 at 9:30 a.m. I have submitted same for filing and will provide you with a filed copy of same in due course.

I also attach a comparison document identifying the inconsistencies between your typed version of the lease and the original Orchard House lease for your review.

Kind regards,

Tina Le | Paralegal

925 W. Georgia St., Suite 1200, Vancouver, BC V6C 3L2

D 604 673 7476 F 604 682 1283

Singleton Urquhart Reynolds Vogel LLP |
singleton.com

Vancouver | Toronto

The information contained in this transmission is privileged and/or confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified to delete the message and that any dissemination, distribution or copying of this communication is strictly prohibited.

-SRDisclaimer-

2 attachments **Requisition.pdf**
13K **Comparison Document - Orchard House Lease.PDF**
173K

Hugh Trenchard <h.a.trenchard@gmail.com>

Fri, Mar 20, 2020 at 3:41 PM

Draft To: Tina Le <tle@singleton.com>, "Mark C. Stacey" <mstacey@singleton.com>

[Quoted text hidden]

2 attachments



Requisition.pdf
13K



Comparison Document - Orchard House Lease.PDF
173K

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: WESTSEA CONSTRUCTION LTD., a body corporate duly incorporated under the laws of the Province of British Columbia and having its registered office at 1075 West Georgia Street, in the City of Vancouver, Province of British Columbia, (Incorporation #68766, March 23, 1966)

(hereinafter called the "Lessor")

OF THE FIRST PART

AND: CAPITAL CONSTRUCTION SUPPLIES LTD., a body corporate, duly incorporated under the laws of the Province of British Columbia having its chief place of business at 1330 Harwood Street, in the 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 647 Michigan Street, Victoria, British Columbia, legally known and described as Set forth in Schedule "1" hereto

(the "Lands")

B. There is presently constructed upon the lands a 22 storey apartment building known as ORCHARD HOUSE

(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 ~~the~~ 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 17th day of May, 1974 (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 ~~the~~ 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 31st 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 first 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** 4.06 To comply with all requirements of all governmental authorities applicable to the use and occupancy of each of the

- Laws** Suites and with all ~~the~~ 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 of Sub-letting** 4.07 Not to assign, ~~sublet~~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 reasonable rules and regulations as the Lessor may from time to time adopt and of which written notice shall ~~be~~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 <u>may</u> 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 of 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 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 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. “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 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.

Performance of Lessees 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.

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 annum or such rate as may from time to time be prescribed by the Lessor until paid.

Proviso for reRe-entry

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

Non-waiverWaiver

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.

Waiver and 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 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 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 privileges appurtenant thereto as if each suite had been demised to separate lessees 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.

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 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 ~~in~~ at the City of Vancouver as of the day, month and year first above written.

The Corporate Seal of the Lessor)
WESTSEA CONSTRUCTION LTD.)
was hereunto affixed in the presence of:

“GEORGE MULEK”



“PRESIDENT & DIRECTOR”

The Corporate Seal of the Lessee)
CAPITAL CONSTRUCTION SUPPLIES LTD.)
was hereunto affixed in the presence of:

“GEORGE MULEK”



“PRESIDENT & DIRECTOR”

SCHEDULE "1"

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

Lot A of Lots 1761 to 1765 inclusive

and Lots 1803 to 1807 inclusive

Victoria City,

Plan 22534

SCHEDULE "B"

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

between WESTSEA CONSTRUCTION LTD. as Lessor
and CAPITAL CONSTRUCTION SUPPLIES 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 ~~and~~ 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 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 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 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 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 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 ~~of~~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 ~~from~~ into 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 ~~the~~ 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 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 ~~place~~placed into the flue ~~hoper~~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 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 aerosol 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 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.
 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 ~~or 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 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 ~~the~~ 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 ~~the~~ 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.

EXHIBIT C

This is Exhibit "C" referred to in the affidavit of
HUGH TRENCHARD
Sworn before me on date MAR 27 2020

BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT

A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

Substitute for form "C"

35932

Date: May 16 1974 Nature of Interest: LEASE
L: 1,200,000 Disposition of C.P. L.S.G.
M: 10 Applicant: [Signature]
Telephone number: 681 9230 as Subject: QUEEN ELLIST CO.
773-1/2 HARWOOD STREET

THIS LEASE made as of the Vancouver B.C. day of

May, 1974. 20 & Plan 100

IN PURSUANCE TO THE "SHORT FORM OF LEASES ACT"

BETWEEN:

WESTSEA CONSTRUCTION LTD., a body corporate
duly incorporated under the laws of the Province
of British Columbia and having its registered
office at 1075 West Georgia Street, in the City
of Vancouver, Province of British Columbia,
(Incorporation # 68766, March 23, 1966),

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

CAPITAL CONSTRUCTION SUPPLIES LTD., a body corporate
duly incorporated under the laws of the Province
of British Columbia, having its chief place of
business at 1330 Harwood Street, in the 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
1330 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
Twenty (20) storey apartment building known as
WESTSEA TOWERS (the "Building").

MEMORANDUM OF REGISTRATION

1974

5315 1807.00 TOTAL 1

VANCOUVER
"P.O." "E.C.G."
NOT PAID (1)



I certify this to be a true copy of the original.

Dated: March 6 2019 Registrar/per: [Signature]

- 2 -

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 ^{16th} day of May, 1974 (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.

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").

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

35932

- 3 -

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:

- | | | |
|---------------------------------------|------|--|
| <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. |

35932

- 4 -

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-

35932

- 5 -

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

- 6 -

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

35932

- 7 -

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.

- 8 -

Estimate of
Operating
Expenses

7.02

"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.

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

35932

- 9 -

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.

Performance of Lessees 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.

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.

Proviso for Re-entry

8.04

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

- 10 -

- 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.
- 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

35932

- 11 -

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

35932

- 12 -

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 lessees 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

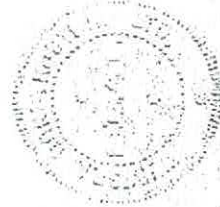
12.01 The headings to the Articles and clauses of this Lease are for convenience only and shall not constitute a part of this Lease. The definition of any words used in any Article of this Lease shall apply to such words when used in any other Article hereof whenever the context is consistent.

- 13 -

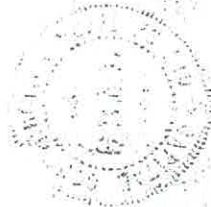
13.01 This Lease and everything herein contained shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives as the case may be of each of the parties hereto and every reference herein to any party shall include the heirs, executors, administrators, successors, assigns, or other legal 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)
WESTSEA CONSTRUCTION LTD.)
was hereunto affixed in the)
presence of:)
[Signature])
PRESIDENT & DIRECTOR)
_____)



The Corporate Seal of)
CAPITAL CONSTRUCTION SUPPLIES)
LTD. was hereunto affixed in)
the presence of:)
[Signature])
PRESIDENT & DIRECTOR)
_____)



35932

SCHEDULE "1"

ALL AND SINGULAR that certain parcel or trac of land and premises situate, lying and being in the City of Vancouver, Province of British Columbia, more particularly known and described as:

- FIRSTLY: The West 1/2 of Lot 12
- SECONDLY: The East 1/2 of Lot 12
- THIRDLY: Lot 11,
- FOURTHLY: The East 26 feet of Lot 10
- FIFTHLY: The West 7 feet of Lot 9,
- SIXTHLY: Lot 10, except the East 26 feet
- SEVENTHLY: Lot 9, except the West 7 feet and the East 16 feet,
- ALL IN: Block 40,
District Lot 185,
Group 1, New Westminster District,
Plan 92.

35932

SCHEDULE "A"

<u>SUITE NUMBER</u>	<u>PERCENTAGE</u>	<u>EXPLANATORY PLAN #</u>
101	.6535	12112x
102	.5525	12112x
107	.6175	12112x
108	.6535	12112x
201	.6535	12113x
202	.8185	12113x
203	.4230	12113x
204	.6535	12113x
205	.6535	12113x
206	.4135	12113x
207	.7950	12113x
208	.6535	12113x
301	.6535	12114x
302	.8185	12114x
303	.4230	12114x
304	.6535	12114x
305	.6535	12114x
306	.4135	12114x
307	.7950	12114x
308	.6535	12114x
401	.6535	12115x
402	.8185	12115x
403	.4230	12115x
404	.6535	12115x
405	.6535	12115x
406	.4135	12115x
407	.7950	12115x
408	.6535	12115x
501	.6535	12116x
502	.8185	12116x
503	.4230	12116x
504	.6535	12116x
505	.6535	12116x
506	.4135	12116x
507	.7950	12116x
508	.6535	12116x
601	.6535	12117x
602	.8185	12117x
603	.4230	12117x
604	.6535	12117x
605	.6535	12117x
606	.4135	12117x
607	.7950	12117x
608	.6535	12117x
701	.6535	12118x
702	.8185	12118x
703	.4230	12118x
704	.6535	12118x
705	.6535	12118x
706	.4135	12118x
707	.7950	12118x
708	.6535	12118x

54

35932

- 2 -

<u>SUITE NUMBER</u>	<u>PERCENTAGE</u>	<u>EXPLANATORY PLAN #</u>
801	.6535	12119x
802	.8185	12119x
803	.4230	12119x
804	.6535	12119x
805	.6535	12119x
806	.4135	12119x
807	.7950	12119x
808	.6535	12119x
901	.6535	12120x
902	.8185	12120x
903	.4230	12120x
904	.6535	12120x
905	.6535	12120x
906	.4135	12120x
907	.7950	12120x
908	.6535	12120x
1001	.6535	12121x
1002	.8185	12121x
1003	.4230	12121x
1004	.6535	12121x
1005	.6535	12121x
1006	.4135	12121x
1007	.7950	12121x
1008	.6535	12121x
1101	.6535	12122x
1102	.8185	12122x
1103	.4230	12122x
1104	.6535	12122x
1105	.6535	12122x
1106	.4135	12122x
1107	.7950	12122x
1108	.6535	12122x
1201	.6535	12123x
1202	.8185	12123x
1203	.4230	12123x
1204	.6535	12123x
1205	.6535	12123x
1206	.4135	12123x
1207	.7950	12123x
1208	.6535	12123x
1401	.6535	12124x
1402	.8185	12124x
1403	.4230	12124x
1404	.6535	12124x
1405	.6535	12124x
1406	.4135	12124x
1407	.7950	12124x
1408	.6535	12124x
1501	.6535	12125x
1502	.8185	12125x
1503	.4230	12125x
1504	.6535	12125x
1505	.6535	12125x
1506	.4135	12125x
1507	.7950	12125x
1508	.6535	12125x

55

- 3 -

<u>SUITE NUMBER</u>	<u>PERCENTAGE</u>	<u>EXPLANATORY PLAN #</u>
1601	.6535	12126x
1602	.8185	12126x
1603	.4230	12126x
1604	.6535	12126x
1605	.6535	12126x
1606	.4135	12126x
1607	.7950	12126x
1608	.6535	12126x
1701	.6535	12127x
1702	.8185	12127x
1703	.4230	12127x
1704	.6535	12127x
1705	.6535	12127x
1706	.4135	12127x
1707	.7950	12127x
1708	.6535	12127x
1801	.6535	12128x
1802	.8185	12128x
1803	.4230	12128x
1804	.6535	12128x
1805	.6535	12128x
1806	.4135	12128x
1807	.7950	12128x
1808	.6535	12128x
1901	.6535	12129x
1902	.8185	12129x
1903	.4230	12129x
1904	.6535	12129x
1905	.6535	12129x
1906	.4135	12129x
1907	.7950	12129x
1908	.6535	12129x
2001	.6535	12130x
2002	.8185	12130x
2003	.4230	12130x
2004	.6535	12130x
2005	.6535	12130x
2006	.4135	12130x
2007	.7950	12130x
2008	.6535	12130x
2101	.6535	12131x
2102	.8185	12131x
2103	.4230	12131x
2104	.6535	12131x
2105	.6535	12131x
2106	.4135	12131x
2107	.7950	12131x
2108	.6535	12131x

35932

SCHEDULE "B"

Schedule "B" to a Lease made as of
the day of , 1974
between as
Lessor and 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.

- 2 -

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.

58

35532

- 3 -

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 moist refuse, 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.

35932

- 4 -

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.

35932

- 5 -

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.

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

35932

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 15th day of May, 1974,
 at Vancouver, in the Province of British Columbia,
 of George Hulek (whose identity has been proved by the evidence on
 appeared before me and acknowledged to me that he is the President, who is) personally known to me,
 who subscribed his name to the annexed instrument as President, and that he is the person
 WESTSEA CONSTRUCTION LTD. and affixed the seal of the
 WESTSEA CONSTRUCTION LTD.
 WESTSEA CONSTRUCTION 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
 British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
 at Vancouver British Columbia, this 15th day of May, 1974
 one thousand nine hundred and seventy four

[Signature]

NOTE - WHERE THE FEES ARE PAID, THE ACKNOWLEDGMENT IS PERSONALLY MADE BY THE OFFICER TAKING THE SAME. STRIKE OUT THE WORDS IN BRACKETS.

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

35932

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 15th day of May, 1974,
 at Vancouver, British Columbia,
Storace Mulek (whose identity has been proved by the evidence on
 oath of Markus, who is personally known to me,
 appeared before me and acknowledged to me that he is the
 CAPITAL CONSTRUCTION SUPPLIES LTD.,
 who subscribed his name to the annexed instrument as Markus, and that he is the person
 CAPITAL CONSTRUCTION SUPPLIES LTD. of the said
 CAPITAL CONSTRUCTION SUPPLIES LTD. and affixed the seal of the
 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
 British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
 at Vancouver, British Columbia, this 15th day of May, 1974,
 one thousand nine hundred and seventy four

[Signature]
[Signature]

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

35932

TELEPHONE: 732-7481
AREA CODE 604

WHITE, MACFARLANE & COMPANY - ASSOCIATES
- BARRISTERS AND SOLICITORS

ARNOLD C. WHITE, B.A.
DAVID J. MACFARLANE, B.COMM. LL.B.
LORNE I. SMILEY, B.COMM. LL.B.

201-3026 ARBUTUS STREET
VANCOUVER, B.C. V6J 3Z2
CANADA

OUR REFERENCE:

Registrar of Land Titles
Land Registry Office
Vancouver, B.C.

Dear Sirs:

Re: Capital Construction Supplies Ltd.
- B.C. Incorporation No. 91,339

We hereby certify, as Solicitors for Capital Construction Supplies Ltd., that the above noted incorporation was filed and registered with the Registrar of Companies on January 13, 1970 and as of May 15, 1974 the Company will be in a state of good standing with the Registrar of Companies at Victoria, B.C.

Yours truly,

WHITE, MACFARLANE, PEARKES

Per:



DJM:mc

35932 11/12/11 - 2/1/12

Suites 101 to 108
107, and 108
(Explanatory Plan 12112)
all ~~the~~ ~~work~~
~~is~~ ~~to~~ ~~be~~ ~~done~~

L 133124 - 6 capital brackets - Lease from
11/15/2011 to 2/1/12 - Supplies 1/1/12
Improvements 11/1/11 3/1/12/2012

Suites 201 to 208
(Explanatory Plan 12113)

L 1335932 - 6 capital brackets - Lease from
11/15/2011 to 2/1/12 - Supplies 1/1/12
Improvements 11/1/11 3/1/12/2012

Suites 301 to 308
(Explanatory Plan 12114)

Suites 401 to 408
(Explanatory Plan 12115)

Suites 501 to 508
(Explanatory Plan 12116)

Suites 601 to 608
(Explanatory Plan 12117)

Suites 701 to 708
(Explanatory Plan 12118)

Suites 801 to 808
(Explanatory Plan 12119)

Suites 901 to 908
(Explanatory Plan 12120)

Suites 1001 to 1008
(Explanatory Plan 12121)

Suites 1101 to 1108
(Explanatory Plan 12122)

Suites 1201 to 1208
(Explanatory Plan 12123)

~~IN VIEW OF UNDEVELOPED
TO PRODUCE P.C. ACT PENALTY
TO CANCEL INDIVIDUAL
INDIVIDUAL LETS IN
THIS CASE~~

R

REMARKS
COLUMN

35932

Suites 1501 to 1508
(Explanatory Plan 12125)

Suites 1601 to 1608
(Explanatory Plan 12126)

Suites 1701 to 1708
(Explanatory Plan 12127)

Suites 1801 to 1808
(Explanatory Plan 12128)

Suites 1901 to 1908
(Explanatory Plan 12129)

Suites 2001 to 2008
(Explanatory Plan 12130)

Suites 2101 to 2108
(Explanatory Plan 12131)

~~All of the above~~ } 200 L
~~2001 to 2008~~ } 200 L
~~2101 to 2108~~ } 200 L

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 433

PHYSICS 433

The following is a list of the
 topics covered in the course
 during the semester.
 The topics are listed in
 order of their presentation
 in the course.
 The topics are listed in
 order of their presentation
 in the course.
 The topics are listed in
 order of their presentation
 in the course.

EXHIBIT D

This is Exhibit "D" referred to in the affidavit of
HUGH TRENCARD
Sworn before me on date MAR 27 2020

A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT

36730

11 APR 1974 5:55 PM

Substitute for form "C"

Date: May 16, 1974 Nature of Interest: LEASE
Disposition: As Solicitor
Applicant: [Signature]
Telephone number: B36730
BOYLE, KELLY & Co.
770-777
Vancouver, B.C.

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

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN 872047 - 710.00

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

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
1219 Harwood Street, Vancouver, British Columbia, legal
known and described as set forth in Schedule "1" hereto (the
"Lands").

B. There is presently constructed upon the Lands a
twelve (12) storey apartment building known as
THE CHELSEA (the "Building").

MEMORANDUM OF REGISTRATION
1974

MAY 21 AM 10:17
LAND TITLE OFFICE

I certify this to be a true copy of the original.

Dated: _____ Registrar/per: [Signature]

March 6, 2019



36730

- 2 -

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 ^{21st} ~~17th~~ day of May, 1974 (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

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").

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

36730

- 3 -

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 Suite: 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.

36730

- 4 -

- | | | |
|----------------------------------|------|--|
| <u>Compliance with Laws</u> | 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. |
| <u>Assignment or Sub-letting</u> | 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. |
| <u>Alterations</u> | 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. |
| <u>Entry by Lessor</u> | 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. |
| <u>Rules and Regulations</u> | 4.11 | To observe and perform the rules and regulations forming Schedule "B" hereto and such further reason- |

36730

- 5 -

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

36730

- 6 -

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

36730

- 7 -

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.

74

36730

- 8 -

"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

75

36730

- 9 -

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 therefor.

Performance of Lessees 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.

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.

Proviso for Re-entry

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

36730

- 10 -

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.

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 coverages 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 Lessor

36730

- 11 -

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

78

36730

- 12 -

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 privileges appurtenant thereto as if each suite had been demised to separate lessees 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.

36730

- 13 -

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. Stewart - Secretary

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

V.M. Prescott - President
J. Stewart - Secretary

36730

SCHEDULE "I"

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 25,
Block 39,
District Lot 185,
Group 1,
New Westminster District,
Plan 92

36730

SUITE NUMBER	EXPLANATORY PLAN NUMBER	SCHEDULE "A"	
		PERCENTAGE	BASE YEAR PAYMENT (ARTICLE 3)
201	12162x	3.4308	\$ 67.00
202	12162x	3.4308	67.00
301	12163x	2.4607	53.00
302	12163x	2.4181	51.00
303	12163x	2.4181	51.00
304	12163x	2.4607	53.00
401	12164x	2.4607	53.00
402	12164x	2.4181	51.00
403	12164x	2.4181	51.00
404	12164x	2.4607	53.00
501	12165x	2.4607	53.00
502	12165x	2.4181	51.00
503	12165x	2.4181	51.00
504	12165x	2.4607	53.00
601	12166x	2.4607	53.00
602	12166x	2.4181	51.00
603	12166x	2.4181	51.00
604	12166x	2.4607	53.00
701	12167x	2.4607	53.00
702	12167x	2.4181	51.00
703	12167x	2.4181	51.00
704	12167x	2.4607	53.00
801	12168x	2.4607	53.00
802	12168x	2.4181	51.00
803	12168x	2.4181	51.00
804	12168x	2.4607	53.00
901	12169x	2.4607	53.00
902	12169x	2.4181	51.00
903	12169x	2.4181	51.00
904	12169x	2.4607	53.00
1001	12170x	2.4607	53.00
1002	12170x	2.4181	51.00
1003	12170x	2.4181	51.00
1004	12170x	2.4607	53.00
1101	12171x	2.4607	53.00
1102	12171x	2.4181	51.00
1103	12171x	2.4181	51.00
1104	12171x	2.4607	53.00
P.H. 1	12172x	2.4228	50.00
P.H. 2	12172x	2.4228	50.00

36730

SCHEDULE "B"

Schedule "B" to a Lease made as of
the 1st day of May, 1974
between [redacted] as
Lessor and [redacted] 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 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.

36730

- 2 -

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.

36730

- 3 -

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 fine 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 soil refuse, 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.

36730

- 4 -

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, enclosure 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 terraces, 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.

36730

- 5 -

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.

KODAK SAFETY FILM

1555 STATIONARY & PRINTING LTD.

1555 Stationary & Printers

Vancouver, B.C.

FORM 10, 2019 REVISED BY THE REGISTRAR OF CORPORATIONS

36730

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 15th day of May, 1974,
 at Vancouver, in the Province of British Columbia,
 VICTOR MICHAEL PRESCOTT (~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~)
 appeared before me and acknowledged to me that he is the ~~XXXXXX~~ personally known to me
 President of
 V.M. PRESCOTT LTD. and that he is the person
 who subscribed his name to the aforesaid instrument as President of the said
 V.M. PRESCOTT LTD. and affixed the seal of the
 V.M. PRESCOTT 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
 British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office
 at Vancouver in the Province of
 British Columbia, this 15th day of May
 one thousand nine hundred and seventy-four.

[Handwritten Signature]

REGISTRAR OF CORPORATIONS
 VICTORIA, BRITISH COLUMBIA

1555 STATIONARY & PRINTING LTD. 1555 STATIONARY & PRINTERS VICTORIA, BRITISH COLUMBIA

EXHIBIT E

This is Exhibit "E" referred to in the affidavit of
HUGH TRENCHARD
Sworn before me on date MAR 27 2020

BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT

35951

A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

Substitute for form _____

B 35951

Date May 14 1974 Nature of Interest LEASE
Declared value \$ 250,000.00 Disposition of C/T _____
Pieces merge _____ Applicant [Signature]
Telephone number 681-9281 as Solicitor: [Signature]
WHEELER & CO.
770-777 Karnby Street,
Vancouver, B. C.

THIS LEASE made as of the 1st day of May,
1974. 20 EXPLANS 100.00

IN PURSUANCE TO THE "SHORT FORM OF LEASES ACT"
3 EX C/T 1.50
5671896
1 EX PLAN 0.25 5887386

BETWEEN:

FIRST CANADIAN LAND CORPORATION LTD., 5887396
a body corporate with principal place 588824
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:

WAV-21-74 872369 -A.13 500

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
1075 Comox 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
Twenty-Two (22) storey apartment building known as The HERITAGE
(the "Building").

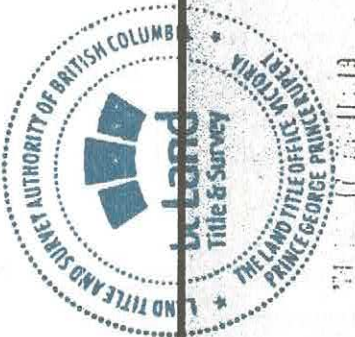
5329

\$111.50

LANDS REGISTRY ACT
MEMORANDUM OF REGISTRATION
5329 3255.00

JUN 13 1974

VANCOUVER
"L.R.O." "B.C.G."
CLINT PAID (1)



I certify this to be a true copy of the original.
Dated: March 6 1974 Registrar/per: [Signature]

VANCOUVER
"L.R.O." "B.C.G."
CLINT PAID (1)

- 2 -

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 21st day of May, 1974 with respect to Suites 2301, 2302 and 2303 and with respect to the remainder of the Suites on the 17th day of May, 1974 (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 th laundry rooms and storage facilities (as may be designated by the Lessor) in the Building for the purpose for which they are design

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").

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

*President of
First Vancouver
Land Corporation Ltd.
President
Lester B. Husek*

35951

- 3 -

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 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. |

35951

- 5 -

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

35951

- 6 -

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

35951

- 7 -

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.

"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 expense consistent with its duties hereunder.

7.02
Estimate of Operating Expenses

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.

7.03
Actual Operating Expenses

In the event that the actual Operating expenses in an 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.

7.04
Definition of Lessee's Share

"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

- 9 -

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

35951

- 10 -

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.

Tenancy 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

- 11 -

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

35951

- 12 -

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 privileges appurtenant thereto as if each suite had been demised to separate lessees 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.

35951

- 13 -

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) .ssee or there is a female party or a corporation, the provisions hereof shall be read with all gramatical 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

Suits 201 to 208
(Expenses: Pairs 12132)

Suits 301 to 308
(Expenses: Pairs 12133)

Suits 401 to 408
(Expenses: Pairs 12134)

B35951

35951

Follow TABULATION

FILM

ALL OF Lots 11 and 12

IN VIEW OF AN INTERIOR
LEAVE CAUTION
PC Act
THE SUITS HAVE NOT
BEEN OPENED BETWEEN
Lots 11 and 12.

THE ENDORSEMENT OF THE
LEASE ON THE PART OF THE
CONTRACTOR BY THE PLANNING
WILL REMAIN IN
NOT RECORDED AND
FORMIA Lots 11 and 12

35951

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:

Firstly: Subdivisions "A", "B", and "C" of Lot 10,
Block 8,
District Lot 185,
Group 1,
New Westminster District,
Plan 5332

Secondly: Lots 11 to 13 inclusive,
Block 8,
District Lot 185,
Group 1,
New Westminster District,
Plan 92

11 + 13

SUITE NUMBER	EXPLANATORY PLAN NUMBER	SCHEDULE "A"		BASE YEAR PAYMENT (ARTICLE 3)
		PERCENTAGE		
201	12132x	.59689	#	55.00
202	12132x	.59689		55.00
203	12132x	.59689		55.00
204	12132x	.59689		55.00
205	12132x	.59689		55.00
206	12132x	.70709		66.00
207	12132x	.41323		38.00
208	12132x	.59689		55.00
301	12133x	.59689		55.00
302	12133x	.59689		55.00
303	12133x	.59689		55.00
304	12133x	.59689		55.00
305	12133x	.59689		55.00
306	12133x	.70709		66.00
307	12133x	.41323		38.00
308	12133x	.59689		55.00
401	12134x	.59689		55.00
402	12134x	.59689		55.00
403	12134x	.59689		55.00
404	12134x	.59689		55.00
405	12134x	.59689		55.00
406	12134x	.70709		66.00
407	12134x	.41323		38.00
408	12134x	.59689		55.00
501	12135x	.59689		55.00
502	12135x	.59689		55.00
503	12135x	.59689		55.00
504	12135x	.59689		55.00
505	12135x	.59689		55.00
506	12135x	.70709		66.00
507	12135x	.41323		38.00
508	12135x	.59689		55.00
601	12136x	.59689		55.00
602	12136x	.59689		55.00
603	12136x	.59689		55.00
604	12136x	.59689		55.00
605	12136x	.59689		55.00
606	12136x	.70709		66.00
607	12136x	.41323		38.00
608	12136x	.59689		55.00
701	12137x	.59689		55.00
702	12137x	.59689		55.00
703	12137x	.59689		55.00
704	12137x	.59689		55.00
705	12137x	.59689		55.00
706	12137x	.70709		66.00
707	12137x	.41323		38.00
708	12137x	.59689		55.00
801	12138x	.59689		55.00
802	12138x	.59689		55.00
803	12138x	.59689		55.00
804	12138x	.59689		55.00
805	12138x	.59689		55.00
806	12138x	.70709		66.00
807	12138x	.41323		38.00
808	12138x	.59689		55.00

35951

SCHEDULE "A"			BASE YEAR PAYMENT
SUITE NUMBER	EXPLANATORY PLAN NUMBER	PERCENTAGE	(ARTICLE 3)
901	12139x	.59689	\$ 55.00
902	12139x	.59689	55.00
903	12139x	.59689	55.00
904	12139x	.59689	55.00
905	12139x	.59689	55.00
906	12139x	.70709	66.00
907	12139x	.41323	38.00
908	12139x	.59689	55.00
1001	12140x	.59689	55.00
1002	12140x	.59689	55.00
1003	12140x	.59689	55.00
1004	12140x	.59689	55.00
1005	12140x	.59689	55.00
1006	12140x	.70709	66.00
1007	12140x	.41323	38.00
1008	12140x	.59689	55.00
1101	12141x	.59689	55.00
1102	12141x	.59689	55.00
1103	12141x	.59689	55.00
1104	12141x	.59689	55.00
1105	12141x	.59689	55.00
1106	12141x	.70709	66.00
1107	12141x	.41323	38.00
1108	12141x	.59689	55.00
1201	12142x	.59689	55.00
1202	12142x	.59689	55.00
1203	12142x	.59689	55.00
1204	12142x	.59689	55.00
1205	12142x	.59689	55.00
1206	12142x	.70709	66.00
1207	12142x	.41323	38.00
1208	12142x	.59689	55.00
1401	12143x	.59689	55.00
1402	12143x	.59689	55.00
1403	12143x	.59689	55.00
1404	12143x	.59689	55.00
1405	12143x	.59689	55.00
1406	12143x	.70709	66.00
1407	12143x	.41323	38.00
1408	12143x	.59689	55.00
1501	12144x	.59689	55.00
1502	12144x	.59689	55.00
1503	12144x	.59689	55.00
1504	12144x	.59689	55.00
1505	12144x	.59689	55.00
1506	12144x	.70709	66.00
1507	12144x	.41323	38.00
1508	12144x	.59689	55.00
1601	12145x	.59689	55.00
1602	12145x	.59689	55.00
1603	12145x	.59689	55.00
1604	12145x	.59689	55.00
1605	12145x	.59689	55.00
1606	12145x	.70709	66.00
1607	12145x	.41323	38.00
1608	12145x	.59689	55.00

SUITE NUMBER	EXPLANATORY PLAN NUMBER	SCHEDULE "A"		BASE YEAR PAYMENT (ARTICLE 3)
		PERCENTAGE	35951	
1701	12146x	.59689	\$ 55.00	55.00
1702	12146x	.59689		55.00
1703	12146x	.59689		55.00
1704	12146x	.59689		55.00
1705	12146x	.59689		55.00
1706	12146x	.70709		66.00
1707	12146x	.41323		38.00
1708	12146x	.59689		55.00
1801	12147x	.59689		55.00
1802	12147x	.59689		55.00
1803	12147x	.59689		55.00
1804	12147x	.59689		55.00
1805	12147x	.59689		55.00
1806	12147x	.70709		66.00
1807	12147x	.41323		38.00
1808	12147x	.59689		55.00
1901	12148x	.59689		55.00
1902	12148x	.59689		55.00
1903	12148x	.59689		55.00
1904	12148x	.59689		55.00
1905	12148x	.59689		55.00
1906	12148x	.70709		66.00
1907	12148x	.41323		38.00
1908	12148x	.59689		55.00
2001	12149x	.59689		55.00
2002	12149x	.59689		55.00
2003	12149x	.59689		55.00
2004	12149x	.59689		55.00
2005	12149x	.59689		55.00
2006	12149x	.70709		66.00
2007	12149x	.41323		38.00
2008	12149x	.59689		55.00
2101	12150x	.59689		55.00
2102	12150x	.59689		55.00
2103	12150x	.59689		55.00
2104	12150x	.59689		55.00
2105	12150x	.59689		55.00
2106	12150x	.70709		66.00
2107	12150x	.41323		38.00
2108	12150x	.59689		55.00
2201	12151x	.59689		55.00
2202	12151x	.59689		55.00
2203	12151x	.59689		55.00
2204	12151x	.59689		55.00
2205	12151x	.59689		55.00
2206	12151x	.70709		66.00
2207	12151x	.41323		38.00
2208	12151x	.59689		55.00
2301	12208x	2.3875		220.00
2302	12208x	1.4105		110.00
2303	12208x	.9734		90.00

Handwritten notes:
 President
 V. J. Prescott
 President
 V. J. Prescott
 President
 V. J. Prescott
 President
 V. J. Prescott

35951

SCHEDULE "B"

Schedule "B" to a Lease made as of
the 1st day of *May*, 1974
between *FIRST CANADIAN LAND HOLDINGS LTD.*
Lessor and *U.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 court 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.

- 2 -

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, insect or other pests and for the purpose of taking such measure 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.

35951

- 3 -

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 leave 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 moist refuse, 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 repair 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.

- 4 -

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, enclosure, 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.

111

35951

- 5 -

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.

113

35951

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 15th day of May, 1974,
 at Vancouver, in the Province of British Columbia,
 VICTOR MICHAEL PRESCOTT (whose identity has been proved by the evidence on
~~XXXXXX~~ personally known to me,
 appeared before me and acknowledged to me that he is the President of
 FIRST CANADIAN LAND CORPORATION LTD., and that he is the person
 who subscribed his name to the annexed instrument as President of the said
 FIRST CANADIAN LAND CORPORATION LTD. 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
 British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
 at Vancouver in the Province of
 British Columbia, this 15th day of May
 one thousand nine hundred and seventy-four.

[Handwritten Signature]

 A Commissioner for Taking Affidavits in the Province of British Columbia

35951

C E R T I F I C A T E

I hereby certify that V.M. PRESCOTT LTD.
is a Company duly incorporated under the laws
of the Province of Alberta on the 18th day
of May, 1955 under number 18386
and was duly registered in accordance with the
provisions of the Companies Act of the Province
of British Columbia as an extra-provincial company
on the day of June, 1956 under number
4375-A and is in good standing in the
Offices of the Registrars of Companies in both the
Provinces of Alberta and British Columbia.



President



The following information is being furnished to you for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision.

EXHIBIT F

This is Exhibit "F" referred to in the affidavit of
HUGH TRENCHARD
Sworn before me on date MAR 27 2020
A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT

36729

Substitute for form "C"

Date: MAY 16 1974 Nature of Interest: 36729
D: 1,400,000 Disposition of C/T: Lease
Pledge: _____ Applicant: [Signature]
Telephone number: 681-9231 as Solicitor/Agent: QUELL, ELLIS & Co. 770-777 Vancouver, B.C.

THIS LEASE made as of the 15 day of May, 1974. 12 Plans 60

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN

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

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
1250 Burnaby 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
Twelve (12) storey apartment building known as
The HORIZON (the "Building").



I certify this to be a true copy of the original.

Dated: March 6, 2019 Registrar/per: [Signature]

March 6, 2019

MEMORANDUM OF REGISTRATION
1974

74 MAY 21 AM 10:42

LAND REGISTRY OFFICE
VANCOUVER, B.C.

36729

- 2 -

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 21st day of May, 1974 (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

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").

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

36729

- 3 -

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. |

36729

- 4 -

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-

36729

- 5 -

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

36729

- 6 -

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

36729

- 7 -

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.

36729

- 8 -

"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.

7.02
Estimate of Operating Expenses

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.

7.03
Actual Operating Expenses

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.

7.04
Definition of Lessee's Share

"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

36729

- 9 -

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.

Performance
of Lessees
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.

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.

Proviso for
Re-entry

8.04

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

36729

- 10 -

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

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 Lessor

36729

36729

- 11 -

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

128

36729

36729

- 12 -

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 lessees 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.

129

36729

- 13 -

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 gramatical 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
L. Prescott, Secretary

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

V.M. Prescott - President
L. Prescott, Secretary

130

36729

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:

Lots 4 and 5,
Block 39,
District Lot 185,
Group 1,
New Westminster District,
Plan 92.

131

36729

		<u>SCHEDULE "A"</u>		
<u>SUITE</u>	<u>EXPLANATORY</u>			
<u>NUMBER</u>	<u>PLAN NUMBER</u>	<u>PERCENTAGE</u>		<u>BASE YEAR PAYMENT</u>
				<u>(ARTICLE 3)</u>
101	12178x	.9242		
102	12178x	1.2962		\$ 40.00
103	12178x	1.4089		56.00
106	12178x	1.4089		61.00
107	12178x	1.2962		61.00
108	12178x	.9693		56.00
				41.00
201	12179x	.9693		
202	12179x	1.2736		41.00
203	12179x	1.2623		55.00
204	12179x	.9580		54.00
205	12179x	.9580		40.00
206	12179x	1.2623		40.00
207	12179x	1.2736		54.00
208	12179x	.9693		55.00
				41.00
301	12180x	.9693		
302	12180x	1.2736		41.00
303	12180x	1.2623		55.00
304	12180x	.9580		54.00
305	12180x	.9580		40.00
306	12180x	1.2623		40.00
307	12180x	1.2736		54.00
308	12180x	.9693		55.00
				41.00
401	12181x	.9693		
402	12181x	1.2736		41.00
403	12181x	1.2623		55.00
404	12181x	.9580		54.00
405	12181x	.9580		40.00
406	12181x	1.2623		40.00
407	12181x	1.2736		54.00
408	12181x	.9693		55.00
				41.00
501	12182x	.9693		
502	12182x	1.2736		41.00
503	12182x	1.2623		55.00
504	12182x	.9580		54.00
505	12182x	.9580		40.00
506	12182x	1.2623		40.00
507	12182x	1.2736		54.00
508	12182x	.9693		55.00
				41.00
601	12183x	.9693		
602	12183x	1.2736		41.00
603	12183x	1.2623		55.00
604	12183x	.9580		54.00
605	12183x	.9580		40.00
606	12183x	1.2623		40.00
607	12183x	1.2736		54.00
608	12183x	.9693		55.00
				41.00
701	12184x	.9693		
702	12184x	1.2736		41.00
703	12184x	1.2623		55.00
704	12184x	.9580		54.00
705	12184x	.9580		40.00
706	12184x	1.2623		40.00
707	12184x	1.2736		54.00
708	12184x	.9693		55.00
				41.00

<u>SUITE</u> <u>NUMBER</u>	<u>EXPLANATORY</u> <u>PLAN NUMBER</u>	<u>SCHEDULE "A"</u> <u>PERCENTAGE</u>	<u>BASE YEAR PAYMENT</u> <u>(ARTICLE 3)</u>	36729
801	12185x	.9693	41.00	
802	12185x	1.2736	55.00	
803	12185x	1.2623	54.00	
804	12185x	.9580	40.00	
805	12185x	.9580	40.00	
806	12185x	1.2623	54.00	
807	12185x	1.2736	55.00	
808	12185x	.9693	41.00	
901	12186x	.9693	41.00	
902	12186x	1.2736	55.00	
903	12186x	1.2623	54.00	
904	12186x	.9580	40.00	
905	12186x	.9580	40.00	
906	12186x	1.2623	54.00	
907	12186x	1.2736	55.00	
908	12186x	.9693	41.00	
1001	12187x	.9693	41.00	
1002	12187x	1.2736	55.00	
1003	12187x	1.2623	54.00	
1004	12187x	.9580	40.00	
1005	12187x	.9580	40.00	
1006	12187x	1.2623	54.00	
1007	12187x	1.2736	55.00	
1008	12187x	.9693	41.00	
1101	12188x	.9693	41.00	
1102	12188x	1.2736	55.00	
1103	12188x	1.2623	54.00	
1104	12188x	.9580	40.00	
1105	12188x	.9580	40.00	
1106	12188x	1.2623	54.00	
1107	12188x	1.2736	55.00	
1203	12189x	1.2623	54.00	
1204	12189x	.9580	40.00	
1205	12189x	.9580	40.00	
1206	12189x	1.2623	54.00	

36729

SCHEDULE "B"

Schedule "B" to a Lease made as of
the 1st day of May, 1974
between First Canadian Land Development Ltd as
Lessor and L.M. Roseet 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.

36729

- 2 -

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.

36729

- 3 -

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 moist refuse, 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.

136

36729.

- 4 -

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, enclosure 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.

36729

- 5 -

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.

Statement of Work
 for the **Physics 311** course
 in the **Department of Physics**
 at the **University of Chicago**

This document describes the work to be done by the students in the Physics 311 course. It is intended to provide a clear and concise overview of the course content and objectives. The course is designed to provide a solid foundation in classical mechanics and electromagnetism, and to develop the students' problem-solving skills and ability to apply physical principles to a wide range of situations.

The course is divided into two main parts: classical mechanics and electromagnetism. The first part covers the topics of kinematics, dynamics, and energy, and the second part covers the topics of electrostatics, magnetostatics, and electromagnetic waves. The course is taught by Professor [Name], and the students are expected to attend all lectures and participate in the laboratory work.

The course is designed to be challenging and to provide a rigorous education in physics. The students are expected to work hard and to seek help when needed. The course is a prerequisite for the graduate-level course in classical mechanics, and it is also a valuable course for students who are interested in physics in general.

The course is taught by Professor [Name], who is a leading expert in the field of classical mechanics. He has a Ph.D. from the University of Chicago and has spent most of his career at the University of Chicago. He is a member of the American Physical Society and has published several papers in the field of classical mechanics.

The course is designed to be a challenging and rewarding experience for the students. It is a course that will provide a solid foundation in physics and will help the students to develop the skills and knowledge that are necessary for a career in physics.

The course is taught by Professor [Name], who is a leading expert in the field of classical mechanics. He has a Ph.D. from the University of Chicago and has spent most of his career at the University of Chicago. He is a member of the American Physical Society and has published several papers in the field of classical mechanics.

EXHIBIT G

This is Exhibit "G" referred to in the affidavit of
HUGH TRENCHARD
Sworn before me on date MAR 27 2020

A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT

36818

13 PAGES \$65.00
AK

Substitute for form "C"

Date: May 16 1974 Nature of Interest: LEASE
Date of valuation: 4,000,000.00 Disposition of C.T.:
Place: merg Applicant: AK
as Solicitor: ROPER CLYDE & Co.
Telephone number: 681-9361 770-777 Hornby Street,
Vancouver, B. C.

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

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN

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

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
1100 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
Thirteen (13) storey apartment building known as
The MARTINIQUE (the "Building").

FORM G, LAND REGISTRY ACT
SECTION 501
MEMORANDUM OF REGISTRATION
F20-015111

JUN 13 1974

I certify this to be a true copy of the original.
Dated: March 27 2019 Registrar/per. [Signature]



142

36818

- 2 -

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 21st day of May, 1974 (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

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").

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

36818

- 3 -

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. |

36818

- 4 -

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-

36818

- 5 -

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

36818

- 6 -

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

36818

- 7 -

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.

36818

- 8 -

"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

36818

- 9 -

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.

Performance of Lessees 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.

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.

Proviso for Re-entry

8.04

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

36818

- 10 -

- 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. 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
- Waiver of Subrogation 8.07

36818

- 11 -

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

36818

- 12 -

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 lessees 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.

36818

- 13 -

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 gramatical 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:)

[Handwritten signature]
[Handwritten signature]

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

[Handwritten signature]
[Handwritten signature]

154

36818

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:

- FIRST: The North 1/2 of Lot 1
- SECONDLY: The South 1/2 of Lot 1
- THIRDLY: The East 55 feet of
Lot 2
- ALL of: Block 27,
District Lot 185
Plan 92

155

SUITE NUMBER	EXPLANATORY PLAN NUMBER	SCHEDULE "A"	
		PERCENTAGE	BASE YEAR PAYMENT (ARTICLE 3) 36818
101	12190x	1.2714	\$ 57.00
102	12190x	1.2382	54.00
103	12190x	1.3045	60.00
106	12190x	1.3045	60.00
107	12190x	1.2382	54.00
201	12191x	.9154	40.00
202	12191x	1.1608	54.00
203	12191x	1.1608	54.00
204	12191x	.9242	40.00
205	12191x	.9242	40.00
206	12191x	1.1608	54.00
207	12191x	1.1608	54.00
208	12191x	.9154	40.00
301	12192x	.9154	40.00
302	12192x	1.1608	54.00
303	12192x	1.1608	54.00
304	12192x	.9242	40.00
305	12192x	.9242	40.00
306	12192x	1.1608	54.00
307	12192x	1.1608	54.00
308	12192x	.9154	40.00
401	12193x	.9154	40.00
402	12193x	1.1608	54.00
403	12193x	1.1608	54.00
404	12193x	.9242	40.00
405	12193x	.9242	40.00
406	12193x	1.1608	54.00
407	12193x	1.1608	54.00
408	12193x	.9154	40.00
501	12194x	.9154	40.00
502	12194x	1.1608	54.00
503	12194x	1.1608	54.00
504	12194x	.9242	40.00
505	12194x	.9242	40.00
506	12194x	1.1608	54.00
507	12194x	1.1608	54.00
508	12194x	.9154	40.00
601	12195x	.9154	40.00
602	12195x	1.1608	54.00
603	12195x	1.1608	54.00
604	12195x	.9242	40.00
605	12195x	.9242	40.00
606	12195x	1.1608	54.00
607	12195x	1.1608	54.00
608	12195x	.9154	40.00
701	12196x	.9154	40.00
702	12196x	1.1608	54.00
703	12196x	1.1608	54.00
704	12196x	.9242	40.00
705	12196x	.9242	40.00
706	12196x	1.1608	54.00
707	12196x	1.1608	54.00
708	12196x	.9154	40.00

156

SUITE NUMBER	EXPLANATORY PLAN NUMBER	SCHEDULE "A"		BASE YEAR PAYMENT (ARTICLE 3)
		PERCENTAGE		
801	12197x	.9154		\$ 40.00
802	12197x	1.1608		54.00
803	12197x	1.1608		54.00
804	12197x	.9242		40.00
805	12197x	.9242		40.00
806	12197x	1.1608		54.00
807	12197x	1.1608		54.00
808	12197x	.9154		40.00
901	12198x	.9154		40.00
902	12198x	1.1608		54.00
903	12198x	1.1608		54.00
904	12198x	.9242		40.00
905	12198x	.9242		40.00
906	12198x	1.1608		54.00
907	12198x	1.1608		54.00
908	12198x	.9154		40.00
1001	12199x	.9154		40.00
1002	12199x	1.1608		54.00
1003	12199x	1.1608		54.00
1004	12199x	.9242		40.00
1005	12199x	.9242		40.00
1006	12199x	1.1608		54.00
1007	12199x	1.1608		54.00
1008	12199x	.9154		40.00
1101	12200x	.9154		40.00
1102	12200x	1.1608		54.00
1103	12200x	1.1608		54.00
1104	12200x	.9242		40.00
1105	12200x	.9242		40.00
1106	12200x	1.1608		54.00
1107	12200x	1.1608		54.00
1108	12200x	.9154		40.00
1202	12201x	1.3178		57.00
1203	12201x	1.3266		57.00
1204	12201x	1.2089		55.00
1206	12201x	1.3266		57.00
1207	12201x	1.3178		57.00
PH#1	12202x	1.9613		64.00
PH#2	12202x	1.9613		64.00

36818

36818

SCHEDULE "B"

Schedule "B" to a Lease made as of
the 12th day of May, 1974
between First Canadian Land Corporation Ltd as
Lessor and V.M. Pearson Ltd. as
Lessee 03

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 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 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 court 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.

158

36818

- 2 -

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.

36818

- 3 -

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 moist refuse, 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.

160

36818

- 4 -

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.

161

36818

- 5 -

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.

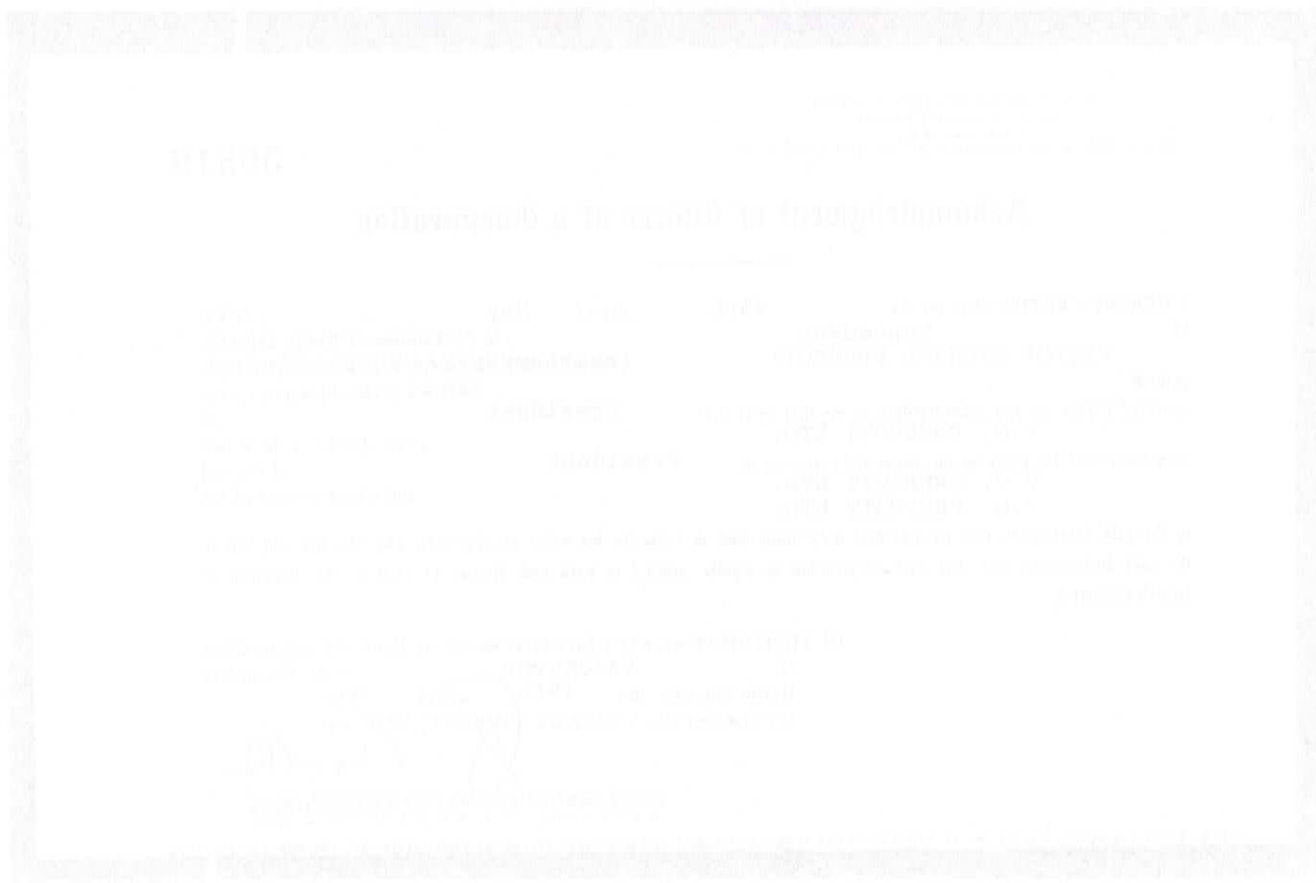


EXHIBIT H

This is Exhibit "H" referred to in the affidavit of
HUGH TRENCHARD
Sworn before me on date MAR 27 2020

BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT

A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

Substitute for form "C"

36575

Date May 16 1974 Nature of Interest LEASE
Disposition of C.T. As Solicitor/agent
Applicant QUELLE LEAS & Co.
Telephone number 681-9288 36575
770-7777 Stanley Street,
Vancouver, B.C.

THIS LEASE made as of the 16 day of May, 1974. 10 6y. plus 50 00/100

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN

55-9635-6

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 871745
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 ST. BIERRE BUILDING (the "Building").

MEMORANDUM OF REGISTRATION

JUN 13 1974



I certify this to be a true copy of the original.

Dated: March 6, 2019 Registrar/per: [Signature]

166

- 2 -

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 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.

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").

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

36575

- 3 -

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. |

168

36575

- 4 -

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-

36575

- 5 -

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

- 6 -

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.

- 7 -

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.

36575

- 8 -

"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

36575

- 9 -

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.

Performance of Lessees 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.

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.

Proviso for Re-entry

8.04

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

- 10 -

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.

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

36575

- 11 -

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

36575

- 12 -

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 lessees 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.

36575

- 13 -

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. [unclear], Secretary

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

V.M. Prescott, President
J. [unclear], Secretary



178

36575

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"	
		PERCENTAGE	BASE YEAR PAYMENT. (ARTICLE 3)
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 *Granby Ltd (incorporated in B.C.)* 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 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.

36575

- 2 -

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.

- 3 -

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 moist refuse, 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.

36575

- 4 -

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.

184

36575

- 5 -

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.

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

36575

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 15th day of May, 1974,
at Vancouver, in the Province of British Columbia,
~~XXXXXX~~ VICTOR MICHAEL PRESCOTT (whose identity has been proved by the evidence on
~~XXXXXX~~ personally known to me,
appeared before me and acknowledged to me that he is the President of
FIRST CANADIAN LAND CORPORATION LTD., and that he is the person
who subscribed his name to the annexed instrument as President of the said
FIRST CANADIAN LAND CORPORATION LTD. 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
British Columbia.

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

EXHIBIT I

This is Exhibit "I" referred to in the affidavit of
HUGH TRENCHARD
Sworn before me on date MAR 27 2020

BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT
36273

A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

Substitute for form "C"

Date May 16 1974 Nature of Interest LEASE
Deemed value \$ 2,250,000 = Disposition of C/T L.P.O.
(Land & Improvements) Please note Applicant [Signature]
Telephone number 681-9281 as Solicitor [Signature]
Buell Ellis & Co.
770-777 Hornby Street,
Vancouver, B.C.

THIS LEASE made as of the 16 day of
May, 1974. 20 x P.L. 100

IN PURSUANCE TO THE "SHORT FORM OF LEASES ACT"

BETWEEN:

4904476

SHERIDAN INVESTMENTS LTD., a body
corporate with principal place of
business in the Province of British
Columbia at 1330 Harwood Street, in
the City of Vancouver, Province of
British Columbia,

(hereinafter called the "Lessor")

OF THE FIRST PART

EL CID APARTMENTS LTD., a body
corporate with principal place of
business in the Province of British
Columbia at 1330 Harwood Street, in
the 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
1251 Cardero Street, Vancouver, British Columbia,
legally known and described as Lot "C" (Explanatory Plan 7990)
Block 62, District Lot 185, Group 1, New Westminster District,
Plan 92
(the "Lands").

B. There is presently constructed upon the Lands a
Twenty-One storey apartment building known as
SURFCREST (the "Building").



I certify this to be a true copy of the original.
Dated: [Signature] Registrar/per. [Signature]
March 6, 2019

174 MAY 16 PM 12:12

LAND REGISTRY OFFICE
VANCOUVER, B.C.

WPM

MEMORANDUM OF REGISTRATION
1974

188

36273

- 2 -

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 16th day of May, 1974 (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

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").

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

36273

- 3 -

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:

- | | | |
|---------------------------------------|------|--|
| <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. |

36273

- 4 -

- 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-

36273

- 5 -

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

36273

- 6 -

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.

- | | | |
|-----------------------------------|------|---|
| <u>Public Liability Insurance</u> | 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. |
| <u>Cablevision</u> | 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. |
| <u>Prior Charge</u> | 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

36273

- 7 -

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.

36273

- 8 -

"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

36273

- 9 -

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.

Performance of Lessees 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.

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.

Proviso for Re-entry

8.04

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

36273

- 10 -

- on-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.
- verholding 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

36273

- 11 -

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

36273

- 12 -

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 lessees 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.

36273


- 13 -

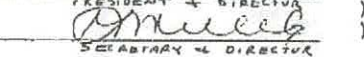
ARTICLE 13 - Binding on Heirs, etc.

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 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 gramatical 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)
SHERIDAN INVESTMENTS LTD.)
was hereunto affixed in the)
presence of:)



PRESIDENT & DIRECTOR)


SECRETARY & DIRECTOR)

The Corporate Seal of EL)
CID APARTMENTS LTD. was)
hereunto affixed in the)
presence of:)



PRESIDENT & DIRECTOR)


SECRETARY & DIRECTOR)

36273

SCHEDULE "A"

<u>SUITE NUMBER</u>	<u>PERCENTAGE</u>	<u>EXPLANATORY PLAN #</u>
201	.746	12091x
202	.605	12091x
203	.605	12091x
204	.746	12091x
205	.630	12091x
206	.4845	12091x
207	.4845	12091x
208	.630	12091x
301	.746	12092x
302	.605	12092x
303	.605	12092x
304	.746	12092x
305	.630	12092x
306	.4845	12092x
307	.4845	12092x
308	.630	12092x
401	.746	12093x
402	.605	12093x
403	.605	12093x
404	.746	12093x
405	.630	12093x
406	.4845	12093x
407	.4845	12093x
408	.630	12093x
501	.746	12094x
502	.605	12094x
503	.605	12094x
504	.746	12094x
505	.630	12094x
506	.4845	12094x
507	.4845	12094x
508	.630	12094x
601	.746	12095x
602	.605	12095x
603	.605	12095x
604	.746	12095x
605	.630	12095x
606	.4845	12095x
607	.4845	12095x
608	.630	12095x
701	.746	12096x
702	.605	12096x
703	.605	12096x
704	.746	12096x
705	.630	12096x
706	.4845	12096x
707	.4845	12096x
708	.630	12096x
801	.746	12097x
802	.605	12097x
803	.605	12097x
804	.746	12097x
805	.630	12097x
806	.4845	12097x
807	.4845	12097x
808	.630	12097x

201

36273

- 2 -

<u>SUITE NUMBER</u>	<u>PERCENTAGE</u>	<u>EXPLANATORY PLAN #</u>
901	.746	12098x
902	.605	12098x
903	.605	12098x
904	.746	12098x
905	.630	12098x
906	.4845	12098x
907	.4845	12098x
908	.630	12098x
1001	.746	12099x
1002	.605	12099x
1003	.605	12099x
1004	.746	12099x
1005	.630	12099x
1006	.4845	12099x
1007	.4845	12099x
1008	.630	12099x
1101	.746	12100x
1102	.605	12100x
1103	.605	12100x
1104	.746	12100x
1105	.630	12100x
1106	.4845	12100x
1107	.4845	12100x
1108	.630	12100x
1201	.746	12101x
1202	.605	12101x
1203	.605	12101x
1204	.746	12101x
1205	.630	12101x
1206	.4845	12101x
1207	.4845	12101x
1208	.630	12101x
1401	.746	12102x
1402	.605	12102x
1403	.605	12102x
1404	.746	12102x
1405	.630	12102x
1406	.4845	12102x
1407	.4845	12102x
1408	.630	12102x
1501	.746	12103x
1502	.605	12103x
1503	.605	12103x
1504	.746	12103x
1505	.630	12103x
1506	.4845	12103x
1507	.4845	12103x
1508	.630	12103x
1601	.746	12104x
1602	.605	12104x
1603	.605	12104x
1604	.746	12104x
1605	.630	12104x
1606	.4845	12104x
1607	.4845	12104x
1608	.630	12104x
1701	.746	12105x
1702	.605	12105x
1703	.605	12105x
1704	.746	12105x
1705	.630	12105x

36273

SCHEDULE "B"

Schedule "B" to a Lease made as of
the 18 day of May, 1974
between SHERIDAN INVESTMENTS LTD. as
Lessor and EL CID APARTMENTS 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 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 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.

36273

- 2 -

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.

36273

- 3 -

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 moist refuse, 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.

36273

- 4 -

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.

36273

- 5 -

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.

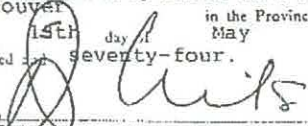
PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

36273

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 15th day of May, 1974,
at VANCOUVER, in the Province of British Columbia,
(whose identity has been proved by the evidence on
oath of GEORGE MULEIK, PRESIDENT, ~~who is~~ personally known to me,
appeared before me and acknowledged to me that he is the
EL CID APARTMENTS LTD. and that he is the person
who subscribed his name to the annexed instrument as PRESIDENT of the said
EL CID APARTMENTS LTD. and affixed the seal of the
EL CID APARTMENTS 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
British Columbia.

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

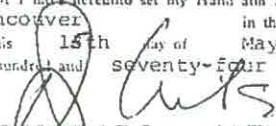
PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

36273

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 15th day of May, 1974,
at VANCOUVER, in the Province of British Columbia,
(whose identity has been proved by the evidence on
oath of EDWARD WARREN SULLY, PRESIDENT, ~~who is~~ personally known to me,
appeared before me and acknowledged to me that he is the
SHERIDAN INVESTMENTS LTD. and that he is the person
who subscribed his name to the annexed instrument as PRESIDENT of the said
SHERIDAN INVESTMENTS LTD. and affixed the seal of the
SHERIDAN INVESTMENTS 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
British Columbia.

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

EXHIBIT J

This is Exhibit "J" referred to in the affidavit of

HUGH TRENCHARD

Sworn before me on date MAR 27 2020

A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT

24

Date May 16 1974 Nature of Interest LEASE
P. 1. 820,000.00 Disp. sition of W
Applicant ADRIEL ELISEB...
Telephone number 682-01 **DRAFTED** 770-777 Harby Street,
Vancouver, B.C. K 59964

THIS LEASE made as of the 16 day of
May, 1974.

IN PURSUANCE TO THE "SHORT FORM OF LEASES ACT"

BETWEEN:

GEORGE MULEK, Business Executive, as to an
undivided 1/2 interest, BRIAN HITCHON, Geologist,
as to an undivided 1/4 interest, and VIOLET HITCHON,
wife of Dr. Brian Hitchon, as to an undivided 1/4
interest, all of 1330 Harwood Street, in the City
of Vancouver, Province of British Columbia,

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

WESTPARK INVESTMENTS LTD., a body corporate,
duly incorporated under the laws of the Province
of British Columbia, having its chief place of
business at 1330 Harwood Street, in the City of
Vancouver, Province of British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

MEMORANDUM OF REGISTRATION

WHEREAS:

Registered the 27 day of 6, 1974,
on application received at the time written
or stamped on the application.

A. The Lessor is the owner of the lands located at
634 Buswell, Richmond, British Columbia,
legally known and described as Lot 163 of Section 9, Block 4
North Range 6 West, Plan 36672, New Westminster District.

(the "Lands").

B. There is presently constructed upon the Lands a
Three (3) storey apartment building known as
ROYAL RICHMOND (the "Building") 9209 0825.00 R 1

New Westminster
L.R.O. (B.C.G.)
Amount Paid (1)

16 MAY 74

MAY 16 17 1974
LAND REG
NEW WEST

I certify this to be a true copy of the original.
Dated: 23 May 74 Registrar/per: WAA



Sworn before me on date _____
A Commissioner for Oaths (British Columbia) and for the Province of British Columbia, Canada.

59964

- 2 -

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 16th day of May, 1974 (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

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").

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

I certify this to be a true copy of the original.
Dated: 13/01/20 Registrar/per: UWA



59964

- 3 -

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:

- | | | |
|---------------------------------------|------|--|
| <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. |

I certify this to be a true copy of the original.

Dated: 23/01/20 Registrar/per: [Signature]



59964

- 4 -

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-

I certify this to be a true copy of the original.

Dated: 23/01/20 Registrar/per: [Signature]



59964

- 5 -

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 reason-
able temperature therein at all times except during
the making of repairs.

To maintain
the struct-
ure

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 properl
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 th
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

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/per. JAAV



59964

- 6 -

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

I certify this to be a true copy of the original.
Dated: 23/01/22 Registrar/per:



59964

- 7 -

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.

I certify this to be a true copy of the original.

Dated: 23/01/20 Registrar/per: JW



59964

- 8 -

Estimate of
Operating
Expenses

7.02

"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.

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

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrant/per: [Signature]



59964

- 9 -

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.

Performance of Lessees 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.

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.

Proviso for Re-entry

8.04

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

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/per: ivc



59964

- 10 -

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 Lessee.

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 coverages 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

I certify this to be a true copy of the original.

Dated: 23/01/20 Registrar/per. [signature]



59964

- 11 -

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

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/per: llw



59964

- 12 -

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 lessees 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.

I certify this to be a true copy of the original.
Dated: 13 Jan 2020 Registrar/per: WV



59964

- 13 -

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 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 gramatical 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.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
Name: [Signature])
Address: 770 777 Hornby St)
Vancouver B.C.)
Occupation: Lawyer)
(as to all signatures))

[Signature]
GEORGE MULEK
[Signature]
BRIAN HITCHON
[Signature]
VIOLET HITCHON

The Corporate Seal of)
WESTPARK INVESTMENTS LTD.)
was hereunto affixed in the)
presence of:)
[Signature])
GEORGE MULEK)

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/Per: [Signature]



59964

SCHEDULE "A"

<u>SUITE NUMBER</u>	<u>PERCENTAGE</u>	<u>EXPLANATORY PLAN #</u>
101	2.655	46180
102	1.976	46180
103	1.994	46180
104	1.966	46180
105	1.966	46180
106	1.994	46180
107	1.976	46180
108	1.523	46180
109	2.114	46180
110	2.114	46180
111	2.141	46180
112	1.991	46180
113	1.900	46180
114	2.009	46180
115	1.450	46180
117	1.717	46180
201	2.655	46180
202	1.976	46180
203	1.994	46181
204	1.966	46181
205	1.966	46181
206	1.994	46181
207	1.976	46181
208	1.523	46181
209	2.114	46181
210	2.114	46181
211	2.141	46181
212	2.141	46181
213	1.991	46181
214	1.900	46181
215	2.009	46181
216	1.847	46181
217	1.717	46181
301	2.656	46181
302	1.976	46182
303	1.994	46182
304	1.966	46182
305	1.966	46182
306	1.994	46182
307	1.976	46182
308	1.523	46182
309	2.114	46182
310	2.114	46182
311	2.141	46182
312	1.991	46182
313	1.900	46182
314	2.009	46182
315	1.450	46182
316	1.847	46182
317	1.717	46182

I certify this to be a true copy of the original.

Dated: 23/01/20 Registrar/per: AS



59964

SCHEDULE "B"

Schedule "B" to a Lease made as of
the 1st day of May, 1974
between George Avise, Branch, Victoria, British Columbia, as
Lessor and Westpark Investments 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.

I certify this to be a true copy of the original.
Dated: 22/01/2020 Registrar/per: W. W. W.



59964

- 2 -

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.

I certify this to be a true copy of the original.

Dated: 23/Jan/20 Registrar/ber: 12



59964

- 3 -

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 moi refuse, 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.

I certify this to be a true copy of the original.

Dated: 23/12/20 Registrar/Per: [Signature]



59964

- 4 -

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.

I certify this to be a true copy of the original.

Dated: 23/01/22 Registrar/per: W.S.



59964

- 5 -

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.

I certify this to be a true copy of the original.
Dated: 13/01/20 Registrar/per: uw



APPROVED

I certify this to be a true copy of the original.
Dated: 23/01/2020 Registrar/per: [Signature]

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
Form No. 208-Acknowledgment of Maker

59964

Acknowledgement of Maker

I HEREBY CERTIFY that, on the

16th day of May, 1974, at
in the Province of British Columbia

BRIAN HITCHON

(whose identity has been proved by the evidence on oath of _____), who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver, this 16th day of May, 1974, in the Province of British Columbia.

[Signature]

A Notary Public in and for the Province of British Columbia.
A Commissioner for Taking Affidavits for British Columbia.



NOTE.—Where the person making the acknowledgement is personally known in the office within the same jurisdiction as the maker...

I certify this to be a true copy of the original.
Dated: 23 Feb 20 Registrar/per: ks

PARK STATIONERS & PRINTERS LTD.
Low and Commercial Stationers
Vancouver, B.C.
Form No. 208-Acknowledgment of Maker

59964

Acknowledgement of Maker

I HEREBY CERTIFY that, on the 15th day of May, 1974, at Vancouver, in the Province of British Columbia
GEORGE MULEK

(whose identity has been proved by the evidence on oath of _____), who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party that he knows the contents thereof, and that he executed the same voluntarily, and is _____ of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver, in the Province of British Columbia, this 15th day of May, 1974

[Handwritten Signature]

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits for British Columbia.



NOTE.—Where the person making the acknowledgment is personally known to the officer take the same, strike out the words in brackets.

I certify this to be a true copy of the original.
Dated: 25/01/20 Registrar/per: *hxy*

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 208 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

59964

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 15th day of May, 1974,
at Vancouver, in the Province of British Columbia,
(whose identity has been proved by the evidence on
oath of GEORGE MULEK, President, who is personally known to me,
appeared before me and acknowledged to me that he is the President of
WESTPARK INVESTMENTS LTD. and that he is the person
who subscribed his name to the annexed instrument as President of the said
WESTPARK INVESTMENTS LTD. and affixed the seal of the
WESTPARK INVESTMENTS 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
British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Vancouver in the Province of
British Columbia, this 15th day of May
one thousand nine hundred and seventy four

R. Wilson
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits for British Columbia.



I certify this to be a true copy of the original.
Dated: 23/5/74 Registrar/per: lm

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
Form No. 208 - Acknowledgment of Maker

59964

Acknowledgement of Maker

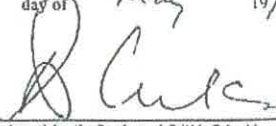
I HEREDY CERTIFY that, on the

16th day of May, 1974, at
in the Province of British Columbia

VIOLET HITCHON

(whose identity has been proved by the evidence on
oath of _____), who is personally known to me, appeared
before me and acknowledged to me that she is the person mentioned in the annexed instrument as the
maker thereof, and whose name is subscribed thereto as party that she knows the contents
thereof, and that she executed the same voluntarily, and is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Vancouver in the Province of
British Columbia, this 16th day of May 1974.



A Notary Public in and for the Province of British Columbia
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.



THE UNIVERSITY OF MICHIGAN LIBRARY



1908

THE UNIVERSITY OF MICHIGAN LIBRARY

Administrative Report of the Librarian

REPORT OF THE LIBRARIAN
FOR THE YEAR 1908
The Librarian reports that during the year 1908 the library has received...

EXHIBIT K

This is Exhibit "K" referred to in the affidavit of
HUGH TRENCHARD
Sworn before me on date MAR 27 2020
A Commissioner for taking Affidavits & a Notary Public
in and for the Province of British Columbia, Canada.

Doc #: K59963

RCVD: 1974-05-16 RQST: 2020-01-23
BEVERLY CARTER
NOTARY PUBLIC
240-2950 DOUGLAS STREET
VICTORIA, BC, CANADA V8T 4N4
(250) 383-4100
MY COMMISSION IS PERMANENT

233

Substitute for form "C"

Date May 16 1974 Nature of Interest LEASE
Value \$ 820,000 Disposition of C.T. As Sold
Applicant Brian Hitchon & Violet Hitchon
as Solicitors for Buswell + Co
Tel. 604-271-1111 made as of the 70-7 day of May, 1974. **DRAFTED**
Vancouver, B. C.

IN PURSUANCE TO THE "SHORT FORM OF LEASES ACT"

BETWEEN:

GEORGE MULEK, Business Executive, as to an undivided 1/2 interest, BRIAN HITCHON, Geologist, as to an undivided 1/4 interest and VIOLET HITCHON, His wife, as to an undivided 1/4 interest, all of 1330 Harwood Street, in the City of Vancouver, Province of British Columbia,

(hereinafter called the "Lessor")

OF THE FIRST PART

WESTPARK INVESTMENTS LTD., a body corporate, duly incorporated under the laws of the Province of British Columbia, having its chief place of business at 1330 Harwood Street, in the 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 642 Buswell, Richmond, British Columbia, legally known and described as Lot 161 of Section 9, Block 4 North Range 6 West, Plan 36672, New Westminster District

(the "Lands").

B. There is presently constructed upon the Lands a Three (3) storey apartment building known as

IMPERIAL RICHMOND (the "Building"). 9208 0825.00 1

MEMORANDUM OF REGISTRATION
Registered the 27 day of 6, 1974,
on application received at the time written
or stamped on the application.

New Westminster
L.R.O. (B.C.G.)
Amount Paid (\$)

16 MAY 74

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/per: MM



MAY 16 15 13 1974
LAND REGISTRY
NEW WESTMINSTER B.C.

Sworn before me on this _____ day of _____ 1974
A Commissioner for Oaths, Notary Public
in and for the Province of British Columbia, Canada.
59963

- 2 -

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 16th day of May, 1974 (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

I certify this to be a true copy of the original.

Dated: 25/01/20 Registrar/per: [Signature]

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").

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



59963

59963

- 3 -

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.

I certify this to be a true copy of the original.

Dated: 23/01/20 Registrar/per: *[Signature]*



59963

- 4 -

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 heretofore 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-

I certify this to be a true copy of the original.

Dated: 23/01/20 Registrar/per: [Signature]



59963

- 5 -

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
heat

5.01

For quiet enjoyment;

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 reason-
able temperature therein at all times except during
the making of repairs.

to maintain
the struct-
ure

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 proper
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 th
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

I certify this to be a true copy of the original.
Dated: 13/01/20 Registrar/per: [Signature]



59963

- 6 -

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.

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/per: [Signature]

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



59963

- 7 -

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.

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar: Law



59963

- 8 -

"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

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/per: [Signature]



59963

- 9 -

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.

Performance of Lessees 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.

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.

Proviso for Re-entry

8.04

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

I certify this to be a true copy of the original.

Dated: 23/01/20 Registrar/per: Wm



59963

- 10 -

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 effect 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 Lessee

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

I certify this to be a true copy of the original.
Dated: 23 Jan 2020 Registrar/per: [Signature]



59963

- 11 -

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

I certify this to be a true copy of the original.

Dated: 23/01/16 Registrar per: [Signature]



59963

- 13 -

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 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.

SIGNED, SEALED & DELIVERED)
in the presence of:)
Name: [Signature])
Address: RONALD WILSON)
BARRISTER & SOLICITOR)
#710-717 HORNBY STREET)
VANCOUVER, B. C. V6Z 1S5)
Occupation:)
(as to all signatures))

[Signature]
GEORGE MULEK
[Signature]
BRIAN HITCHON
[Signature]
VIOLET HITCHON

The Corporate Seal of)
WESTPARK INVESTMENTS LTD.)
was hereunto affixed in)
the presence of:)
[Signature])
PRESIDENT & DIRECTOR)

I certify this to be a true copy of the original.
Dated: 23/01/00 Registrar/per: [Signature]



59963

SCHEDULE "A"

<u>SUITE NUMBER</u>	<u>PERCENTAGE</u>	<u>EXPLANATORY PLAN #</u>
101	2.655	46177
102	1.976	46177
103	1.994	46177
104	1.966	46177
105	1.966	46177
106	1.994	46177
107	1.976	46177
108	1.523	46177
109	2.114	46177
110	2.114	46177
111	2.141	46177
112	1.991	46177
113	1.900	46177
114	2.009	46177
115	1.450	46177
117	1.717	46177
201	2.655	46178
202	1.976	46178
203	1.994	46178
204	1.966	46178
205	1.966	46178
206	1.994	46178
207	1.976	46178
208	1.523	46178
209	2.114	46178
210	2.114	46178
211	2.141	46178
212	2.141	46178
213	1.991	46178
214	1.900	46178
215	2.009	46178
216	1.847	46178
217	1.717	46178
301	2.656	46179
302	1.976	46179
303	1.994	46179
304	1.966	46179
305	1.966	46179
306	1.994	46179
307	1.976	46179
308	1.523	46179
309	2.114	46179
310	2.114	46179
311	2.141	46179
312	1.991	46179
313	1.900	46179
314	2.009	46179
315	1.450	46179
316	1.847	46179
317	1.717	46179

I certify this to be a true copy of the original.

Dated: 23/01/20 Registrar/per:



59963

- 2 -

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.

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/per: *lw*



59963

- 3 -

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 moist refuse, 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.

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/per: LM



59963

- 5 -

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.

I certify this to be a true copy of the original.
Dated: 23/01/20 Registrar/per: JAW



2000

I certify this to be a true copy of the original.
Dated: 23/01/10 Registrar/per: W

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
Form No. 208 - Acknowledgment of Maker

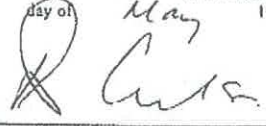
59963

Acknowledgement of Maker

I HEREBY CERTIFY that, on the 15th day of May, 1974, at
GEORGE MULEK, in the Province of British Columbia

(whose identity has been proved by the evidence on oath of _____), who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party that he knows the contents thereof, and that he executed the same voluntarily, and is _____ of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver in the Province of British Columbia, this 15th day of May 1974



* Notary Public and for the Province of British Columbia.
A Commissioner for taking Affidavits for British Columbia.



NOTE.—Where the person making the acknowledgement is personally known to the officer taking the same, strike out the words in brackets.

I certify this to be a true copy of the original.
Dated: 23/05/20 Registrar/per: JA

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
Form No. 208-Acknowledgment of Maker

59963

Acknowledgement of Maker

I HEREBY CERTIFY that, on the

16th day of May, 1974, at
in the Province of British Columbia

BRIAN HITCHON

(whose identity has been proved by the evidence on-

oath of), who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Vancouver in the Province of
British Columbia, this 16th day of May 1974

[Signature]

A Notary Public in and for the Province of British Columbia
A Commissioner for Taking Affidavits for British Columbia



NOTE.—Where the person making the acknowledgement is personally known to the officer taking the same, strike out the words in brackets.

I certify this to be a true copy of the original.
Dated: 03/10/20 Registrar/per: [Signature]

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
Form No. 208-Acknowledgment of Maker

59963

Acknowledgement of Maker

I HEREBY CERTIFY that, on the

16th day of May, 1974, at
VIOLET HITCHON, in the Province of British Columbia

(whose identity has been proved by the evidence on-
oath of) who is personally known to me, appeared
before me and acknowledged to me that she is the person mentioned in the annexed instrument as the
maker thereof, and whose name is subscribed thereto as party that she knows the contents
thereof, and that she executed the same voluntarily, and is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Vancouver 16th day of May, 1974 in the Province of
British Columbia, this

[Signature]

A Notary Public in and for the Province of British Columbia,
A Commissioner for taking Affidavits for British Columbia.



NOTE.—Where the person making the acknowledgement is personally known to the officer taking the same, strike out the words in brackets

I certify this to be a true copy of the original.
Dated: 23/1/92 Registrar/per: [Signature]

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 208 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

59963

I HEREBY CERTIFY that, on the 15th day of May, 1974, at Vancouver, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of GEORGE MULLEN, who is) personally known to me, appeared before me and acknowledged to me that he is the President of WESTPARK INVESTMENTS LTD. who subscribed his name to the annexed instrument as President of the said WESTPARK INVESTMENTS LTD. and affixed the seal of the said WESTPARK INVESTMENTS 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 British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver, in the Province of British Columbia, this 15th day of May, one thousand nine hundred and 74 [Signature]

A Notary Public in and for the Province of British Columbia
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.

