

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 8744

A BYLAW to authorize a lease to British Columbia Buildings Corporation of a portion of the municipally-owned building situate at 6263 Gilpin Street

The Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This Bylaw may be cited as BURNABY LEASE AUTHORIZATION BYLAW NO. 1, 1987.

2. The Council is hereby authorized and empowered to lease unto British Columbia Buildings Corporation upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto annexed (hereinafter called the "said lease") that part of the municipally-owned building situate at 6263 Gilpin Street, in the Municipality of Burnaby, upon a portion of Lots 5, 6 and 7 and the East and West Half of Lot 8, Block 7, District Lot 79, Group 1, New Westminster District, Plan 2547, comprising 19,590 square feet, more or less, shown outlined in red on the sketch attached to the said lease and marked with the letter "A".

3. The Municipal Clerk is hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 30th day of MARCH 1987

Read a second time this 30th day of MARCH 1987

Read a third time this 30th day of MARCH 1987

RECONSIDERED AND ADOPTED THIS 6th day of APRIL 1987


MAYOR


DEPUTY CLERK

INDENTURE OF LEASE

BETWEEN THE CORPORATION OF THE
DISTRICT OF BURNABY
4949 Canada Way
Burnaby, B.C.
V5G 1M2

**OF THE FIRST PART
(Landlord)**

and

**BRITISH COLUMBIA BUILDINGS CORPORATION
P.O. BOX 1112
VICTORIA, BRITISH COLUMBIA
V8W 2T4**

**OF THE SECOND PART
(Tenant)**

1983.01.19

British Columbia Buildings Corporation

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STANDARD FORM LEASE

THIS LEASE made in triplicate this _____ day of _____ 19 _____ ,

BETWEEN THE CORPORATION OF THE
DISTRICT OF BURNABY
4949 Canada Way
Burnaby, B.C.
V5G 1M2

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

AND

BRITISH COLUMBIA BUILDINGS CORPORATION,
P.O. Box 1112
Victoria, British Columbia
V8W 2T4

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

In consideration of the covenants, agreements and conditions herein contained, the parties agree as follows:

ARTICLE 1 - PREMISES AND TERM

1.01 DEMISE

The Landlord demises and leases to the Tenant the Premises, as more particularly described and outlined in Schedule "A" attached hereto, comprising an area of 19,590 square feet, more or less, located on the following floor(s):

19,590 square feet on the Third floor;

_____ square feet on the _____ floor;

of that Building known as THE JUSTICE BUILDING

and situated at 6263 Gilpin Street

Burnaby, B.C.

(municipal/civic address)

1.02 HABENDUM AND COMMENCEMENT

To have and to hold the Premises for and during the Term of Two (2) year(s) from the Commencement Date. If the Landlord is not able to deliver the Premises on the Commencement Date, then this Lease may forthwith at the Tenant's sole discretion, be terminated and any monies paid by the Tenant to the Landlord shall be forthwith refunded without any deduction or set-off.

ARTICLE 2 - DEFINITIONS

2.01 BASE YEAR (OPERATING COSTS)

"Base Year (Operating Costs)" means the operating costs incurred during the period of TWELVE (12) months commencing on the later of either the Commencement Date, ~~or the date when the Building will have achieved an occupancy rate of at least EIGHTY FIVE (85%) percent of the Total Rentable Area.~~

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2.02 BASE YEAR (TAXES)

"Base Year (Taxes)" means the taxes assessed during the period of twelve months commencing on the later of either the Commencement Date, or the date in the taxation year following the Commencement Date in which the taxes levied and assessed against the land and the building(s) are so levied and assessed on the basis that the building(s) are fully completed for the whole of such year, without rebate or concession. In determining the Base Year (Taxes), a pro-rata adjustment of two ensuing taxation years may be necessary.

2.03 BUILDING

"Building" means the land and building of which the Premises form a part.

2.04 COMMENCEMENT DATE

"Commencement Date" shall be the later of:

- a) First day of January, 19 87 ; OR
- b) subject to Paragraph 1.02, the first day of the month following the day on which the Tenant notifies the Landlord in writing of the acceptance of the Premises, the Tenant having been notified by the Landlord of the completion of construction and installation of improvements that the Landlord was obliged to furnish pursuant to the terms of the Offer to Lease.

2.05 MUNICIPAL TAXES

"Municipal Taxes" means the substantiated aggregate of all property, utility and local improvement taxes or similar charges, duties, rates and assessments save and except business, machinery and equipment taxes charged or levied by any lawful authority against the Building. The Tenant shall not be responsible for increases in the Municipal Taxes resulting from additions or improvements made to the Building by persons other than the Tenant or not requested by the Tenant.

2.06 OPERATING COSTS

"Operating Costs" means the substantiated direct cost to the Landlord of ordinary non-capital expenditures incurred only in connection with the operation of the Building as itemized in column (b) of Schedule "B" attached hereto, and the costs of services provided by the Landlord but paid for by the Tenant as itemized in column (c) of the said Schedule "B", including, as the context may require, costs for:

- (a) preventative servicing and minor repairs of the heating, ventilating and air-conditioning (HVAC) system;
- (b) water and sewer rates;
- (c) electric power, save and except for power factor surcharges;
- (d) heating;
- (e) snow and garbage removal;
- (f) landscaping and common area maintenance;
- (g) cleaning and maintenance of the interior of the Building;
- (h) preventative servicing and minor repair of elevator(s);

and excluding costs for:

- i) maintenance of parking lot;
- ii) other maintenance of elevator(s), HVAC, mechanical, electrical, plumbing and utility systems;
- iii) security services;
- iv) structural maintenance and repairs, including plate glass replacement.

Amounts normally charged to depreciation, interest on debt or capital retirement of debt, and all Landlord oriented operating costs, such as management, legal, accounting and rental agent fees shall not be included in calculating Operating Costs.

2.07 PREMISES

"Premises" means the area of approximately 19,590 square feet, of which 19,590 square feet is located on third floor, ~~_____ square feet is~~ located on the _____ floor, _____

_____ as may be more particularly indicated in a distinguishing colour on the plan of that portion of the Building which is outlined in red and attached to Schedule "A".

INITIALS

2.08 PROPORTIONATE SHARE

"Proportionate Share" means a fraction, the numerator of which represents the Premises and the denominator of which is the Total Rentable Area of the Building, which areas shall be determined according to the standard method of measurement approved at the time of execution hereof by the Building Owners and Managers Association International, and which is 30.5 %. In the event that the Building may be subject to multiple-purpose tenancies, due weight and consideration shall be given to the use and benefits derived or being derived by respective classes of tenancies in ascribing the proportionate share factor to the Premises.

2.09 TENANT IMPROVEMENTS

"Tenant Improvements" means the improvements to be made to the Premises as may be more particularly set forth in Schedule "D" attached hereto.

2.10 TERM

"Term" means the period of time described in Paragraph 1.02 and shall be construed, if necessary, to include any term resulting from the exercise of the option to renew in Paragraph 4.09.

2.11 TERM YEAR

"Term Year" means a ONE (1) year period commencing on the Commencement Date and running one full year thereafter and each subsequent one year period thereafter until termination.

2.12 TOTAL RENTABLE AREA

"Total Rentable Area" means the aggregate of all areas in the Building which are rented or available for rental and which is 64,091 square feet.

ARTICLE 3 - RENT AND OTHER CHARGES

3.01 RENT

The Tenant shall pay to the Landlord, Rent over the whole of the Term, of Three Hundred and Forty-two Thousand Eight Hundred and Twenty Five dollars--
----- (\$ 342,825.00--)
payable monthly in advance in equal monthly installments payable at the first of each and every month during the Term of Fourteen Thousand Two Hundred Eighty-
Four dollars and Thirty-seven cents----- (\$ 14,284.37--) commencing with the Commencement Date. The Rent for the Premises is at the rate of \$ 8.75----- per square foot per year. In no event shall the Tenant be responsible for any escalation in the Rent or in any other amounts to be payable by the Tenant hereunder in the first year of the Term.

3.02 TAXES

a) TAX ESCALATION OVER BASE YEAR

~~In accordance with column (b) of Schedule "B", within ONE HUNDRED AND EIGHTY (180) days next following the due date for the payment of taxes for a tax year subsequent to the Base Year (Taxes), the Landlord shall provide the Tenant with receipted tax bills confirming payment of such Municipal Taxes along with a calculation showing any increase or decrease in the Municipal Taxes in such tax year over the amount levied in the Base Year (Taxes). In the event of an increase, within THIRTY (30) days following due notification, the Tenant shall pay its Proportionate Share of any increase of the amount levied in the subsequent taxation year over the amount levied in the Base Year (Taxes). In the event of a decrease, then within THIRTY (30) days following receipt of the calculation required as above, the Landlord shall reimburse the Tenant with the Tenant's Proportionate Share of the difference in the amount of Municipal Taxes levied for the subsequent year and the amount levied for the Base Year (Taxes). If only a part of a taxation year is included in the Term, then there shall be a pro-rata apportionment so that the Tenant's responsibility to contribute to any increase in Municipal Taxes and the Landlord's responsibility to refund any decrease is limited to the portion of the year during which the Premises are leased.~~

AMOUNT EQUIVALENT TO GRANT

INITIALS

The Tenant shall also pay to the Landlord (or payee as the case may be) an amount equivalent to a Grant-in-lieu of Taxes in accordance with Section 2 of the Municipal Aid Act, R.S.B.C. 1979, c. 291, based on its proportionate share, equal to the product obtained by multiplying the assessed value of the subject property by the mill-rate, including debt, fixed by the Municipality in that year for general municipal and regional district purposes only. If only a part of the relative tax year is included in the term, the amount shall be apportioned pro-rata to the Term Year. If the Term ends before the Municipal Taxes are levied for the relative Term Year, the amount shall be founded on the levy for the preceding tax year and shall be due when the Term ends.

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3.03 OPERATING COSTS

a) OPERATING COSTS ESCALATION OVER BASE YEAR

~~The Landlord shall prepare in accordance with column (b) of Schedule "B", if applicable, a certified statement (hereinafter called the "Operating Cost Statement") setting forth, in all necessary detail, the Operating Cost of the Building, for the Base Year (Operating Cost). Within ONE HUNDRED AND EIGHTY (180) days next following the expiration of the second and each subsequent year of the Term, the Landlord shall deliver to the Tenant the Operating Cost Statement relating to the Base Year (Operating Cost) and the Operating Cost Statement relating to any year subsequent to the Base Year (Operating Cost). The Tenant and the Landlord shall determine the amount, if any, by which the Operating Cost Statement for each subsequent year differs from the Operating Cost Statement for the Base Year (Operating Costs), and the difference, or the Proportionate Share thereof, as the case may be, shall be paid by or credited to the Tenant within SIXTY (60) days of such determination.~~

INITIALS

3.03 b) PROPORTIONATE SHARE OF OPERATING COSTS

The Tenant shall also pay annually to the Landlord a Proportionate Share of the Operating Costs as identified in column (c) of Schedule "B". If the Tenant is the sole tenant in the Building, receipted invoices may be submitted as documentation for the amounts claimed. If there be other tenants in the Building, the Landlord shall substantiate the amount required to be paid by the Tenant hereunder on the basis of certified statements supported, upon Tenant's request, by appropriate receipted invoices. All such claims must be submitted within ONE HUNDRED AND EIGHTY (180) days from the end of the Term Year to which they apply, and shall be paid by the Tenant within SIXTY (60) days of receipt. The Tenant will pay 1/12 of 85% of the Landlord's reasonable estimate to be payable with the base rent subject to annual reconciliation.

3.04 RECORDS

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During the term of this Lease, as the same may be renewed, and for a period of not less than TWENTY-FOUR (24) months after the expiration or sooner determination of the said Term,

- a) the Landlord shall, keep and maintain full and complete records of expenses and costs incurred for the Building and the Premises together with proper records of all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto; and
- b) at all reasonable times and from time to time the Landlord shall make all such records available to the Tenant, or to persons acting on its behalf, for inspection and audit and for the purpose of making copies thereof and taking extracts therefrom and shall furnish to such persons any and all information which they may require from time to time in connection therewith.

3.05 ESTOPPEL

If, within TWELVE (12) calendar months of the conclusion of each year, or any period for which an accounting under paragraphs 3.02 and 3.03 may have been due, the Landlord does not give an itemized and specific notice to the Tenant of any amounts payable by the Tenant, the Landlord shall be estopped from demanding payment therefore and in pursuing any remedies available to the Landlord for said amounts.

ARTICLE 4 - GENERAL COVENANTS

4.01 QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment.

4.02 USE OF PREMISES

The Tenant may use the Premises to provide accommodation for the Crown provincial and its agents or agencies, corporate or otherwise, and the Landlord warrants and covenants that the Premises are suitable for such use.

4.03 ACCESS

The Tenant, its sub-tenants and their respective servants, agents, employees, licensees and invitees shall have the right in common with other occupants of the Building to pass, repass and utilize all common areas including corridors, lobbies, washrooms, stairways, elevators and passages and over the lands of the Building for the purposes of ingress, egress and full enjoyment of the Premises, parking and other facilities in use by the Tenant.

(b) Until further written notice the Landlord designates _____

_____ as the recipient for Rent and other amounts payable under the Lease.

4.09 OPTION TO RENEW

(use only one of (a)(i), (a)(ii) or (a)(iii), delete inappropriate sub-section and initial)

(a) Commencing on the expiration of the Term hereof, the Tenant may renew this Lease for an additional term of Two (2) years (hereinafter called the "Renewal Term")

~~i) at the same Rent and upon the terms and conditions as contained in this Lease, save that of further renewal;~~

ii) at a Rent of \$ _____ per square foot per year (_____ per annum) payable _____ monthly in advance, and otherwise upon the same terms and conditions as contained in this Lease, save ~~that of further renewal;~~

iii) at a Rent to be negotiated at the time of renewal and before the expiration of the Term and otherwise upon the same terms and conditions as contained herein, save that of further renewal. If the parties hereto can not agree upon the Rent before the expiration of the Term, the parties agree that binding arbitration in accordance with the provision of the Arbitration Act, R.S.B.C. 1979, c.18, of the rental based on current market value rentals for comparable space, shall take place.

(b) The Tenant may exercise this option to renew only by delivering or mailing to the Landlord by registered mail written notice of its intention to exercise such option not later than THREE (3) months immediately preceding the last day of the Term.

4.10 SUBLETTING

The Landlord covenants and agrees that the Tenant may sublet the Premises to Ministries or agencies of the Provincial Government and Provincial Crown Corporations. The Tenant may not otherwise sublet the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

ARTICLE 5 - INSURANCE, REPAIRS AND DEFAULT

5.01 LANDLORD'S COVENANT TO INSURE

The Landlord shall obtain, maintain and pay for insurance on the Building, excluding all chattels of the Tenant and of its subtenants against loss or damage by fire and extended coverage perils. ~~Such insurance shall contain a waiver of subrogation by insurers against the Tenant and its subtenants.~~ The Landlord further agrees to obtain and maintain Public Liability Insurance for an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

5.02 TENANT NOT TO AFFECT INSURANCE

The Tenant shall not do or permit anything to be done which causes the Landlord's cost of insuring the Building to increase. Any increase in insurance costs to the Landlord resulting from a breach of this covenant shall be borne by the Tenant.

5.03 LANDLORD TO ENSURE OTHER TENANTS WILL NOT AFFECT INSURANCE

The Landlord shall ensure that any and all tenants of space within the Building during the term hereof shall be bound by a covenant identical in its effect to that covenant contained in Article 5.02. In the absence of such covenant, the Landlord will hold the Tenant herein safe and harmless from any resulting increase in the cost of insuring the Building.

5.04 LANDLORD'S COVENANT TO REPAIR

The Landlord covenants at its sole cost and expense, subject to the provisions of Article 5.05, to maintain the Building and its HVAC, mechanical, electrical, plumbing and utility systems in good repair and operating condition, and upon receipt of written notice from the Tenant, to remedy promptly any defects in the Building and its systems.

5.05 REPAIR IN THE EVENT OF DAMAGE

If the Premises are damaged by fire or any other hazard such that the Premises are rendered untenable or convenient access is prevented, then if such damage is capable of repair within NINETY (90) days the Landlord shall, within THIRTY (30) days of the occurrence of the damage, initiate that repair and forthwith allow an abatement of the Rent which recognizes the nature and extent of the damage, or inconvenience, until such time as the Premises have been rebuilt or access restored. If the Landlord does not initiate the restoration of the Premises or access within the said THIRTY (30) days, or having commenced the restoration, does not proceed to complete it with reasonable dispatch, then the Tenant may give the Landlord FOURTEEN (14) days notice and thereafter may terminate this Lease forthwith. If the damage is severe enough to preclude the reoccupation of the Premises by the Tenant for a period in excess of NINETY (90) days, either party may, within THIRTY (30) days of the occurrence of the damage, serve notice upon the other of the immediate termination of this Lease.

5.06 TENANT'S RIGHT TO PERFORM

If the Tenant delivers to the Landlord written notice of default in any of the services to be provided by the Landlord hereunder, and the Landlord fails to remedy such default:

- (a) within SEVENTY-TWO (72) hours from and after delivery of such written notice; or

(b) within such period less than SEVENTY-TWO (72) hours from and after delivery of such written notice as will ensure that the Tenant suffers no loss or damage if, by reason of the nature of such default, the Tenant may reasonably be expected to suffer loss or damage if such default is not remedied within a period less than SEVENTY-TWO (72) hours,

INITIALS

then and in any and every such event, the Tenant may without further notice to the Landlord take such steps as may ~~in the sole judgement of the Tenant~~ reasonably be necessary to remedy such default, and without limiting any of the Tenant's remedies at law or in equity, all costs incurred by the Tenant in remedying any such default of the Landlord shall be charged to and paid by the Landlord and, if the Landlord fails to pay such cost on demand, the Tenant shall be entitled either to deduct the same from the Rent or any other amounts payable hereunder by the Tenant to the Landlord, or to withhold the payment of Rent ~~or any other amounts payable to the Landlord~~ until such time as the default shall have been cured or the Tenant shall have recovered all its costs in remedying the default.

5.07 TENANT'S COVENANT TO REPAIR

The Tenant's covenant to repair shall extend only so far as to its undertaking not to overload any floors. The Tenant shall allow the Landlord to enter the Premises at any reasonable time for the purpose of inspecting the Premises and making necessary repairs.

5.08 NOTIFICATION OF DEFECTS

The Tenant shall promptly give the Landlord notice of any accident, defect or damage within the Building, Premises, systems or services for which the Landlord has an obligation under this Lease and which have come to the Tenant's attention.

ARTICLE 6 - TERMINATION AND SURRENDER

6.01 TERMINATION AND HOLDING OVER

Unless renewed pursuant to paragraph 4.09 the Term herein granted shall expire by effluxion without further notice from either party to the other, provided always that in the event the Tenant shall continue to occupy the Premises after the expiration of the Term and if the Landlord shall accept Rent without any further written agreement, the tenancy shall be a monthly tenancy at the Rent herein mentioned and on the terms and conditions herein set out except as to the length of the tenancy.

6.02 ANNEXATION OF TENANT'S FIXTURES

The Tenant and the Landlord agree that any alterations, improvements and fixtures made to or installed upon the Premises at the expense of the Tenant other than reasonably moveable fixtures shall, immediately upon affixation, be deemed to be annexed to the Building and become the Landlord's repair liability under Article 5.04. Such fixtures shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease unless the Landlord and the Tenant otherwise agree.

6.03 SURRENDER

The Tenant shall surrender the Premises at the expiration or sooner termination, of the Term, in good repair (together with such alterations and chattels as the Tenant may elect to leave if any) to the Landlord, reasonable wear and tear, damage from fire, storm, tempest and other casualty, removal of alterations and chattels with the proviso that damage caused by the removal shall be made good.

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ARTICLE 7 - MISCELLANEOUS

7.01 MUTUAL INDEMNITY

The Landlord and Tenant shall indemnify each other against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance, default of performance, or, remedying of any default by any party hereto of its covenants and obligations under this Lease.

7.02 NOTICES

Any notices required pursuant to the terms of this Lease shall be in writing and may be delivered personally or sent by certified, registered or prepaid mail, and if so mailed shall be deemed to have been given THREE (3) days following the date upon which it was mailed. Any notice given during a strike, lockout or other labour disturbance at the Post Office shall be delivered and not mailed.

7.03 SAVING

Notwithstanding anything contained in this Lease to the contrary, the Landlord shall not be entitled to and shall not exercise any of its rights or remedies against the Tenant by reason of any default or breach of any covenant or agreement of this Lease unless and until the Landlord shall first have given to the Tenant written Notice of such default, stating the nature thereof, and giving the Tenant reasonable time within which to cure the default or breach.

7.04 SET-OFF

Without restricting any right of set-off given or implied by law, the Tenant may set-off against the Rent or against any other sums payable hereunder by the Tenant to the Landlord, any amount payable by the Landlord to the Tenant hereunder or under any other leases or contracts, and, without restricting the generality of the foregoing, the Tenant may, when making payment of Rent or of any other sum *withhold any amount which is then payable to the Tenant by the Landlord under this Lease or which, by virtue of the right of set-off, may be retained by the Tenant. * payable hereunder,

INITIALS

7.05 NO WAIVER

The remedies of the Landlord or the Tenant under this Lease are cumulative and the exercise or non-exercise by either party of any right or remedy for the breach of any covenant or agreement herein contained, or the acceptance of any monies owing hereunder, shall not be deemed to be a waiver or to alter, affect or prejudice the right or remedy to which either party may be lawfully entitled and any waiver granted in one case shall not be deemed to be a waiver of any subsequent default or breach.

7.06 COVENANTS AND AGREEMENTS

All the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each provision hereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions as though the said illegal or unenforceable provision(s) had never been included.

7.07 ENTIRE AGREEMENT

No other stipulation, agreement or undertaking, oral or otherwise, of the parties or of their agents shall be valid or enforceable unless made in writing, initialed by both parties and incorporated by reference into this Lease or attached to this Lease.

7.08 INTERPRETATION

Wherever the singular, masculine or neuter is used in this Lease that gender shall be deemed to include the plural or the feminine or body politic or corporate and the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them where the context or the parties so require.

7.09 SUCCESSORS

This Lease shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns as the case may be.

7.10 TIME OF ESSENCE

Time is of the essence of this Lease.

7.11 REDUCTION IN SPACE

~~Upon SIX (6) months written notice, the Tenant shall have the right to reduce the size of the Premises by a maximum of 20% of the area shown in Article 1.01. The parties agree that the Rent and all other charges will be adjusted on a pro rata basis, to reflect the reduction in area of the Premises at the same rate per square foot per year specified in Article 3~~

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IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

SIGNED, SEALED AND DELIVERED)
by the Landlord in the)
presence of:)

(Witness Name))

per _____
(Name)

(Address))

OR

THE CORPORATE SEAL OF the)
Landlord was hereunto affixed)
in the presence of:)

(Name))

Title/Authorized Signatory)

(Name))

Title/Authorized Signatory)

THE CORPORATE SEAL OF the)
Tenant was hereunto affixed)
in the present of:)

(Authorized Signatory))

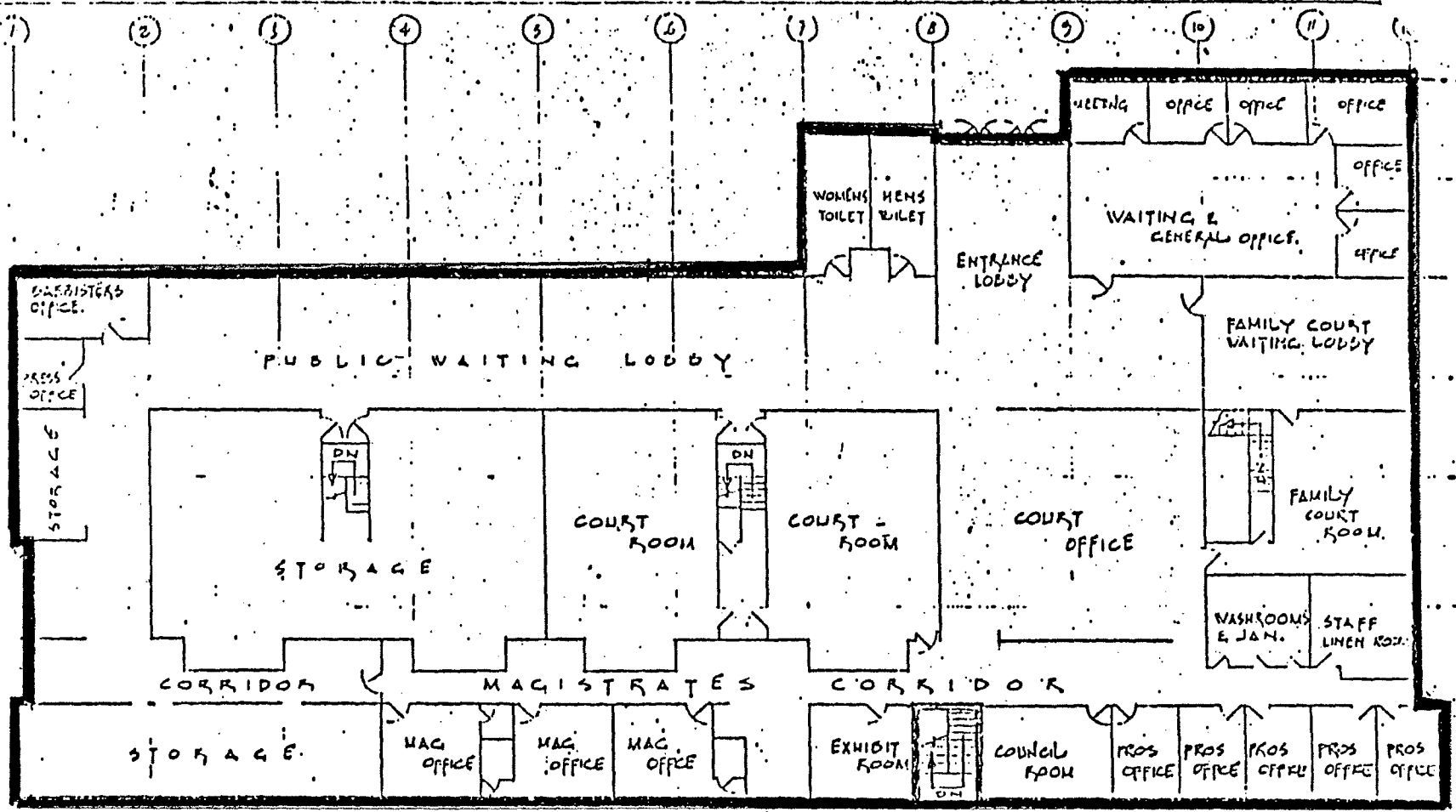
(Authorized Signatory))

SCHEDULE "A"

LEGAL DESCRIPTION

Lots 5,6 &7 and the East & West Half of Lot 8
Block 7, of Lot 79,
Plan 2547 Group 1
N.W.D.

INITIALS



THIRD FLOOR

--- Indicates leased area (Shared)
 ———— (Exclusive)

Also, 57 reserved parking spaces.

MAGISTRATES COURT & POLICE STATION.

Burnaby B.C.

CUNNINGHAM & RIVARD APPRAISALS

JUNE 1975

SCHEDULE "B"

(a)	(b)	(c)	(d)	(e)
Item	To be provided by Landlord, cost included in rent	To be provided by Landlord, cost borne by Tenant	To be provided by Tenant, cost borne by Tenant	Does Not Apply
1 (240) Heating ()		X		
2 (310) Water & Sewage		X		
3 (230) Electricity		X		
4 (250) Preventive Servicing and Minor Repairs of HVAC system		X		
5 (270) Garbage Removal		X		
6 (290) Snow Removal		X		
7 (280) Maintenance of Landscaping and Common Areas		X		
8 (320) Preventive Servicing and Minor Repairs of Elevator(s)		X		
9 (360) Window Cleaning Interior		X		
10 (350) Window Cleaning Exterior		X		
11 (300) Parking	X			
12 (210) Janitorial Service & Supplies		X		
13 (260) Lamp, Tube and Ballast Replacement		X		
14 (330) Tenant Improvements			X	
15 (220) Taxes (GRANT-IN-IEU)		X		
16 (340) Insurance - Fire and Extended Coverage Perils P.L. and P.D.	X			

INITIALS

SCHEDULE "C"

LANDLORD'S SERVICES

In accordance with the provision of Article 4.04 and Schedule "B" of this Lease, the Landlord covenants to supply the following specified services:

ELECTRICAL, MECHANICAL & PLUMBING INSTALLATIONS The provision of all utilities and separate male and female washrooms appropriate to the Premises and the regular and proper maintenance of all electrical, mechanical and plumbing installations in the Building and necessary for their adequate operation.

HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS Provide and maintain throughout the Premises systems that satisfy inside space environmental conditions that are consistent with energy conservation and in accordance with ASHRAE Standards 55-1981 and 62-1981, as adopted by B.C.B.C., and Occupational Environment Regulations including, but not limited to, the following minimum environmental guidelines in occupied office areas:

- Space temperatures 21°C in winter, 26°C in summer at relative humidities between 20% and 60%
- Ventilation rates from 2.5 litres to 10 litres per person and air movement between maximums of 0.15 metres/second (winter) and 0.275 metres/second (summer).

HOT & COLD WATER The provision of an adequate hot and cold water supply to the Building.

CLEANING & SUPPLIES The regular and proper cleaning of the exterior of the Building and its windows, the interior common areas and lobbies and washrooms in joint use with any other occupants together with the maintenance of proper and adequate supplies for those washrooms, plus the janitorial services, if any, detailed in the Supplement to this Schedule "C".

REDECORATION & REFURBISHMENT The maintenance of a regular program of redecoration and refurbishment of the Premises and all public and common areas.

REFUSE DISPOSAL The proper sanitary storage and weekly/daily disposal of all refuse.

LIGHTING Provide illumination within the Premises and at work stations at the lighting levels prescribed in the Occupational Environment Regulations passed under the Factory Act, R.S.B.C. 1979; including the cleaning and maintenance of all lighting fixtures and installation of such new bulbs, tubes and ballasts as may be required.

~~ELEVATOR The provision and maintenance of a continuous passenger elevator service, with appropriate freight and stretcher facilities, at a maximum wait interval of 20 seconds.~~

INITIALS

EMERGENCY FACILITIES The regular and proper maintenance and testing of all emergency installations, including the maintenance of fire extinguishers, clear exit corridors and stairs, closure of fire doors and the institution of regular emergency drills.

SECURITY The provision and maintenance of suitable security for the Building, including, where warranted, a manned service.

MAINTAIN GROUNDS AND CAR PARK AREAS The regular and proper maintenance of landscaping, outside furniture and paved surfaces of the Building including the removal of snow from walks, driveways and parking areas and the effective control of the use of designated parking areas.

JANITOR SERVICE

1. DAILY CLEANING

A. OFFICES:

- (1) empty and damp wipe all waste baskets;
- (2) empty and damp wipe all ash trays;
- (3) dust all furniture and equipment;
- (4) dust all window sills, partition ledges and other horizontal surfaces below 6'0";
- (5) dust mop all tile floors using a dust control method;
- (6) vacuum and spot clean all carpets and rugs;
- (7) remove finger marks and smudges from all walls, doors, glass partitions and other surfaces; and
- (8) spray buff all tile floor surfaces.

B. WASHROOMS:

- (1) clean all wash bowls and plumbing fixtures with germicidal detergent;
- (2) clean and disinfect toilet bowls, seats and urinals;
- (3) empty and damp wipe all waste receptacles;
- (4) restock paper towel, soap, toilet tissue and sanitary napkin supply dispensers;
- (5) wipe down toilet partitions;
- (6) wash floors with a disinfectant detergent solution; and
- (7) clean mirrors.

C. COMMON AREAS:

- (1) sweep and damp mop all non-carpeted floors;
- (2) remove finger marks and smudges from all glass, metal and painted surfaces;
- (3) vacuum and spot clean all carpets and rugs;
- (4) dust all furniture and equipment;
- (5) dust all window sills and other horizontal surfaces below 6'0";
- (6) clean elevator door tracks;
- (7) sweep, wash and spray buff all elevator floors or vacuum if carpeted; and
- (8) sweep all stairs.

D. COFFEE ROOMS AND LOUNGES:

- (1) empty waste receptacles and ashtrays
- (2) wipe and clean all counters and tables

2. PERIODIC CLEANING

A. STAIRWAYS:

- (1) damp wipe all hand railings daily; and
- (2) wash stairs at least weekly.

SUPPLEMENT TO SCHEDULE "C"

JANITOR SERVICE (cont'd)

- B. TILE FLOORS: (1) sweep or vacuum daily;
(2) spray and buff all tile floor surfaces at least twice weekly; and
(3) remove all wax and refinish at least once every four months.
- C. INTERIOR WALLS: (1) wash as required.
- D. CARPETS: (1) steam clean or shampoo all carpeted areas at least once a year.
- E. DRAPES: (1) clean and/or wash at least every two years.
- F. VENETIAN BLINDS: (1) clean and/or wash at least once every year.
- G. VERTICAL SURFACES OTHER THAN WALLS:
(1) dust at least weekly.
- H. WALL PICTURES: (1) dust at least weekly.
- I. WINDOWS: (1) wash inside at least once every six months and outside at least once every four months.
- J. LIGHT FIXTURES AND MECHANICAL DIFFUSERS:
(1) clean at least once every year
- K. OTHER: (1) dust all window sills, partition ledges and other horizontal surfaces above 6'0" at least monthly.

NOTE: Daily cleaning may be performed on either a Monday to Friday or Sunday to Thursday schedule.

SCHEDULE "D"

TENANT IMPROVEMENTS

Landlord to repaint Crown Counsel Chambers by
December 31, 1986.

INITIALS

**LAND TITLE ACT
FORM 6
(Section 46)
PROOF OF EXECUTION BY A CORPORATION**

I CERTIFY that on the _____ day of _____, 19____, at _____, in the Province of British Columbia, _____, (*whose identity has been proved by the evidence on oath of _____ /state full name, address and occupation/ who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of _____ and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affixed the seal to its, (**and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office at _____, this _____ day of _____, 19____.

- * Where the person making the acknowledgement is personally known to the officer taking it, strike out these words in brackets.
- ** These words in brackets may be added, if the applicant wishes the Registrar to exercise his discretion under section 162 (5) not to call for further evidence of the existence of the corporation.
- *** Write name and qualifications under section 48, e.g. A Commissioner for Taking Affidavits for British Columbia.

**LAND TITLE ACT
FORM 3
(Section 43 (b) and 44 (b))
CERTIFICATE OF ACKNOWLEDGEMENT OF TRANSFEROR**

I CERTIFY that on the _____ day of _____, 19____, at _____
_____, in the _____
_____, (*whose identity has been proved by the
evidence on oath of _____

_____/state full name, address and occupation/ who (is)
personally known to me, appeared before me and acknowledged to me that he/she/they
is(are) the person(s) mentioned in this instrument, as a transferor (or attorney of
a transferor) that his/her/their name(s) is(are) subscribed to it, that he/she/they
know(s) that contents of the instrument and executed it voluntarily, and is(are) of
the age of 19 years or more.

IN TESTIMONY of which I set my hand and seal of office at _____
_____, this _____ day of _____, 19____.

- * Where the person making the acknowledgement is personally known to the officer taking it, strike out the words in brackets.
- ** Write name and qualifications under section 48, e.g. A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT
FORM 2
(Section 43 (a) and 44 (a))
AFFIDAVIT OF WITNESS

I, _____, of _____, in British Columbia, make oath and say:

1. I was present and saw this instrument duly signed and executed by _____, the party(ies) to it, for the purposes named in it.
2. The instrument was executed at _____.
3. I know the party(ies), who is(are) 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at _____,)
in the Province of British Columbia)
this ____ day of _____, 19__) _____
* _____)

* Write name and qualifications under section 48, e.g. A commissioner for Taking Affidavits for British Columbia.

NOTE - This affidavit must be sworn by a witness who is not a party to the instrument.