

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 9716

A BYLAW to authorize the granting of a lease of certain municipally owned property to Vancouver Resource Society for the Physically Disabled.

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. 5, 1992.

2. The Council is hereby authorized and empowered to lease unto Vancouver Resource Society for the Physically Disabled upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto annexed (hereinafter called the "said lease") municipally owned property at 5861 Hardwick Street legally described as Lot 12, Block 4, District Lot 76, Group 1, New Westminster District, Plan 1885.

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 15th day of JUNE 1992
Read a second time this 15th day of JUNE 1992
Read a third time this 15th day of JUNE 1992

RECONSIDERED AND ADOPTED THIS 22nd DAY OF JUNE 1992


MAYOR


DEPUTY MUNICIPAL CLERK

LAND TITLE ACT
FORM C
 (Section 219.81)
 Province of British Columbia
GENERAL INSTRUMENT-PART 1

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

 Signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
 (PID) (Legal Description)

012 401 919 Lot 12, Blk. 4, D.L. 76, Gp. 1, NWD, Plan 1885

3. NATURE OF INTEREST:

Description	Document Reference (page and paragraph)	Person Entitled to Interest
Lease	Entire Document	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed standard charge terms	<input type="checkbox"/> D.F. NO.
(b) Express charge terms	<input checked="" type="checkbox"/> Annexed as Part 2
(c) Release	<input type="checkbox"/> There is no Part 2 of this instrument

5. TRANSFEROR(S):

THE CORPORATION OF THE DISTRICT OF BURNABY

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

VANCOUVER RESOURCE SOCIETY FOR THE PHYSICALLY DISABLED, (S-9843)
4678 Main Street, Vancouver, B.C. V5V 3R7

7. ADDITIONAL OR MODIFIED TERMS: None

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Y	M	D

 THE CORPORATION OF THE DISTRICT OF BURNABY by its authorized signatory:

OFFICER CERTIFICATION:

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

EXECUTIONS CONTINUED

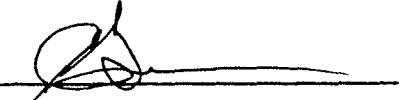
Officer Signature(s)

Execution Date

Y	M	D
92	6	10


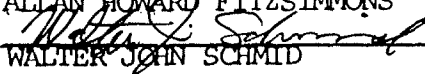
Transferor/Borrower/Party
Signature(s)

VANCOUVER RESOURCE SOCIETY FOR THE
PHYSICALLY DISABLED by its authorized
signatory(ies):



CALVIN H. BERGEN
BARRISTER & SOLICITOR
#200 - 5000 KINGSWAY
BURNABY, B.C. V5H 2E4
PHONE 430-4244

(As to both signatures)


ALLAN HOWARD FITZSIMMONS

WALTER JOHN SCHMID

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

THIS LEASE made and entered into this day of
1992.

IN PURSUANCE of the Land Transfer Form Act, Part 2.

BETWEEN:

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

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

VANCOUVER RESOURCE SOCIETY FOR THE PHYSICALLY
DISABLED, incorporated under the Society Act of
the Province of British Columbia under No. S-9843,
4678 Main Street, Vancouver, B.C. V5V 3R7

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the owner of land situate, lying
and being in the Municipality of Burnaby, in the Province of
British Columbia and more particularly known and described as:

Lot 12, Block 4, D.L. 76, Group 1, New Westminster
District, Plan 1885

(hereinafter called "the Land") on which residential buildings
(hereinafter called "the Building") shall be constructed by the
Lessee in accordance with the plans and specifications approved
in writing by the Lessor;

AND WHEREAS the Lessor has agreed to lease to the Lessee
the Land and the Building;

NOW THEREFORE in consideration of the rents hereby
reserved and the covenants herein contained on the part of the

Lessee the Lessor hereby leases to the Lessee the Land and the Building (hereinafter collectively called "the Premises").

To hold the Premises unto the Lessee for the term of sixty (60) years (hereinafter called "the term") from the 1st day of June, 1992, subject to the terms and conditions hereinafter mentioned, yielding and paying therefore unto the Lessor the rent of One Hundred Twenty-seven Thousand Five Hundred (\$127,500.00) Dollars, payable in advance on the earlier of:

- (a) the first day of the month in which substantial completion of the Building occurs; or
- (b) June 1, 1993.

1. The Lessee covenants with the Lessor:

- (a) To pay rent;
- (b) To pay taxes including taxes for local improvements and works;
- (c) Within six (6) months from the date hereof to commence construction of the Building on the Land and to complete the same in a good and workmanlike manner and in accordance with the plans and specifications approved in writing by the Lessor and with all bylaws of the Lessor and to complete the Building so that the same is fit for occupancy not later than twelve (12) months from the date hereof, unless the work is unavoidably delayed due to labour disputes, strikes, weather conditions or accidental causes beyond the Lessee's control, of which the Lessor shall be the sole judge;
- (d) To forthwith pay all accounts and expenses for work or

labour done upon and materials supplied to the Premises and to comply with the provisions of the Builders Lien Act with respect to the construction of the Building or any other improvements on the Lands;

- (e) Not to use the Premises as a shop nor to carry on, in or on the Premises any trade, business or school;
- (f) To observe and abide by all bylaws of the Lessor which may be applicable to the Premises and the use to which the Premises shall be put by the Lessee; and not to carry on or suffer to be carried on any activity upon the Premises which may be deemed by the Lessor to constitute a nuisance or to be immoral;
- (g) To repair and to keep the walks and other appurtenances in, on and about the Premises in good order and repair;
- (h) That the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice.
- (i) At all times to obey all orders, directives and requests made by any municipal or other governmental or public authorities to carry out repairs or effect changes to the Premises in order that they will comply with local health, safety, fire, zoning, building and other requirements authorized by law;
- (j) To use the Premises only for a residential group home for physically disabled adults or for such other charitable non-profit housing as the Lessor may consent to in writing;
- (k) Not to cut down any live trees without the prior written consent of the Lessor or otherwise commit waste and to maintain the Premises in good order and repair;

- (l) To keep up fences;
- (m) Not to assign or sublet without leave;
- (n) When applying to the Lessor for consent to a proposed assignment or subletting, to furnish the Lessor with such information by way of statutory declaration or otherwise, or material as the Lessor may request for this purpose. All assignments and subleases shall be in a form acceptable to the Lessor (and, in the case of an assignment, shall contain a covenant from the assignee in favour of the Lessor to assume and be bound by all of the provisions of this lease) and shall not be valid and binding until executed by the Lessor. A true copy of all such agreements shall be furnished to the Lessor forthwith after execution by the Lessor, Lessee and assignee or subtenant;
- (o) To pay in every year during the term hereof all rates and charges for water, gas, electric lights and power and other public utilities or services supplied to or used on the Premises and to indemnify the Lessor and the Premises against all costs and charges in respect thereof;
- (p) That it will immediately pay and discharge any judgments filed against the Premises or the Lessee's leasehold interest therein for which it is responsible, and also, unless it is bona fide and diligently contesting the same, any liens or other charges attaching thereto by reason of any act or omission on its part or for which it is otherwise responsible, whether caused by any work, services or materials which are performed or supplied in connection with the Premises, or by the failure to pay any sales, corporation or other tax or statutory levy or

assessment for which it is responsible;

- (q) To assume the sole responsibility for the condition, operation, maintenance and management of the Premises, and that the Lessor shall be under no liability for injury (including death) to any servant, agent or employee of the Lessee or any sub-lessee, licensee or invitee of the Lessee or any other person in, on or about the Premises or for loss of or damage to the property of the Lessee or of any of the aforementioned persons;
- (r) To indemnify the Lessor against all liabilities, costs, fines, suits, claims, demands and actions and causes of action of any kind for which the Lessor may become liable by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision of this lease, or any injury, death, loss or damage to property however caused occasioned to or suffered by any person or any property in, on or about the Premises. The Lessor shall be at liberty to settle or compromise any such claim, demand, suit or action and any damages, compensation, costs and expenses paid or incurred by the Lessor and all such claims, demands, suits or actions recoverable from the Lessor or the property of the Lessor shall be a debt due to it from the Lessee and shall be payable as rent in arrears;
- (s) To leave the Premises in good repair;
- (t) Not to discriminate against any person by reason of race, colour, religion or origin;
- (u) At all times during the term
 - (i) insure and keep insured, in the joint names of the

Lessor and the Lessee, the Premises against loss or damage from fire and other perils covered by the standard form of "all risks" insurance in an amount equal to the full replacement value thereof;

- (ii) take out and keep in force comprehensive general public liability insurance, in the joint names of the Lessor and the Lessee, with respect to the use and occupation of the Premises in an amount of not less than \$2,000,000 per occurrence.

All such insurance shall be procured from and maintained with one or more insurance companies licensed to do business in the Province of British Columbia, shall contain provision that it shall not be cancelled unless the insurer provides the Lessor with thirty (30) days' advance written notice and shall contain a provision for waiver of the insurer's rights of subrogation against the Lessor and its servants, employees and agents.

True copies of all such policies of insurance shall be delivered to the Lessor with satisfactory evidence that the premiums have been paid.

All insurance moneys received under clause (u)(i) shall be used in rebuilding, reinstating or repairing the premises unless this lease is terminated pursuant to clause 3 in which case such insurance moneys shall be distributed in the manner provided for in clause 3(d).

- 2. The said Lessor covenants with the said Lessee for quiet enjoyment.
- 3. (a) Subject to the provisions of clause 3(c) any damage to or destruction of the Building shall not terminate this lease or entitle the Lessee to surrender possession of

the Premises or to demand any abatement or reduction of rent or other moneys payable hereunder.

- (b) Subject to the provisions of clause 3(c) the Lessee covenants and agrees with the Lessor that in the event of damage or destruction of the Building the Lessee shall proceed to repair such damage or replace the Building to a standard comparable to the Building being replaced or repaired and to complete such repair or replacement within six (6) months of the date of such damage or destruction to the satisfaction of the Lessor.
- (c) If the Building is damaged or destroyed to the extent of at least twenty-five (25%) percent of the full replacement value of the Building and the Lessee's leasehold estate in the Premises is encumbered by a mortgage in favour of a Mortgagee (as defined in clause 9) and such Mortgagee notifies the Lessor and Lessee within forty-five (45) days of the date of such damage or destruction that the insurance moneys available by reason of such damage or destruction shall not be applied in repairing or replacing the Building, and the right to so elect is reserved to the Mortgagee under the terms of its mortgage, then the Lessee may elect to decline to repair or replace the Building and instead to terminate this lease, such election to be made by notice in writing to the Lessor given within two (2) months of the date of such damage or destruction. If the Lessee does not so elect to terminate this lease then the Lessee shall repair or replace the Building in accordance with clause 3(b).
- (d) If the Lessee elects to terminate this lease under clause 3(c) the Lessee shall, as soon as reasonably possible but not later than four (4) months following the date of termination of this lease, demolish and

completely remove the Building and all structures, improvements, foundations and debris from the Land and restore the Land to a neat and level condition. Any insurance money payable as a result of such damage or destruction shall, notwithstanding anything herein to the contrary, be distributed as follows:

- (i) firstly, to reimburse the Lessee (or the Lessor if the Lessee fails to do so as hereinbefore provided) for all costs and expenses incurred in the demolition and removal of the Building and all structures, improvements, foundations and debris from the Land and restoration of the Land as aforesaid;
- (ii) secondly, to pay and satisfy the Mortgagee's mortgage;
- (iii) thirdly, in payment of any rent or other moneys payable to the Lessor hereunder;
- (iv) fourthly, the balance, if any, to the Lessee.

4. Should the Premises or such portion of same as necessitate the demolition or removal of the Building, be expropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate as of the date of such taking, and both the Lessor and the Lessee shall be released from any further liability hereunder. In such event the Lessor and the Lessee shall each be entitled to receive from the award of compensation for the Premises the value of its respective interest therein. If part only of the Premises are expropriated without causing any substantial disturbance to the Building, this lease shall continue to run and such part only (if any) of the compensation moneys as relates to the Building and other improvements effected by the Lessee shall be paid to it,

and the balance to the Lessor.

5. The Lessee further covenants and agrees with the Lessor that:

- (a) The Lessee has inspected the Land and is satisfied with the condition of the Land and the suitability of the Land for the Lessee's purposes hereunder;
- (b) It is intended that this lease shall be a completely net lease for the Lessor and that the Lessor shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Premises, and that the Lessee shall pay all costs, charges, expenses or outlays of every nature relating to the Premises, whether or not referred to herein;
- (c) The Lessee shall pay to the Lessor interest at the rate of three (3%) percent per annum above the variable Royal Bank of Canada prime per annum rate of interest calculated monthly on all rents and other moneys in arrears hereunder from the date the same became payable until the date the same are paid;
- (d) Immediately upon the commencement of construction of the Building or any other improvements on the Land to place written notices, in at least two (2) conspicuous places, pursuant to the Builders Lien Act, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Premises and to permit the Lessor to post such notices if the Lessee fails to do so;
- (e) The Lessee shall pay and indemnify the Lessor against all costs, expenses and charges, including legal fees, incurred in enforcing any covenant or agreement by the

Lessee herein contained or in the exercise of any of the Lessor's remedies hereunder;

(f) Time shall be of the essence in the carrying out of all of the provisions of this lease.

6. It is agreed that if the Lessee is at any time in default of the observance of any of its covenants or agreements herein contained, other than the covenant requiring payment of rent, and if the Lessor shall have served notice in writing upon the Lessee specifying the default and requiring it to rectify the same, and the Lessee has failed to rectify the default within forty-five (45) days after its receipt of such notice, the Lessor may, in addition to any other remedy available to it for breach of the particular covenant, itself cure the default for the account of, and at the cost of, the Lessee, and the sum so expended or incurred by it shall be deemed to be rent and shall on demand be paid forthwith by the Lessee and shall be treated in the same manner and be subject to the same remedies as for rent in arrears. If the default is, in the opinion of the Lessor, of such a nature as to be incapable of being cured by the Lessor at the cost of the Lessee, then the Lessor may without further notice or demand on the Lessee at any time after the expiration of the forty-five (45) day period above referred to, but subject to the notice and to the rights to be extended to any Mortgagee of which the Lessor has notice under clause 9 hereof, re-enter into and upon the Premises or any part thereof in the name of the whole, and repossess the same as of its former estate and this lease shall thereupon be terminated.

7. PROVIDED ALSO that if the term hereby granted shall at any time be seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or become bankrupt or insolvent or shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or the Lessee being an

incorporated society an order shall be made winding it up or accepting the surrender of its charter, then in every such case the then current month's rent, together with the rent for the three months next accruing shall immediately become due and be payable, and the said term shall, at the option of the Lessor, but subject to the notice and the rights to be extended to any Mortgagee of which the Lessor has notice under clause 9 hereof, forthwith become forfeited and be determined, and the Lessor may re-enter and take possession of the Premises as of its former estate.

8. PROVIDED ALWAYS, and it is expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for thirty (30) days after any of the days on which the same ought to have been paid (although no formal demand shall have been made thereof), or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said Lessee, then and in either of such cases it shall be lawful for the said Lessor, its successors or assigns, at any time thereafter, into and upon the Premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as of its or their former estate, anything herein contained to the contrary notwithstanding.

9. (a) The Lessee shall have the right to mortgage its leasehold estate in the Premises herein demised to Canada Mortgage and Housing Corporation or to a lender approved by Canada Mortgage and Housing Corporation or British Columbia Housing Management Commission (as agent for Canada Mortgage and Housing Corporation) pursuant to a mortgage insured by Canada Mortgage and Housing Corporation (hereinafter called "the Mortgagee").

(b) No re-entry, termination or forfeiture of this lease by the Lessor shall be valid against a Mortgagee who has filed with the Lessor a notice of the mortgage in favour of the

Mortgagee and specified an address for notice, unless the Lessor shall first have given to the Mortgagee written notice of the default or contingency entitling the Lessor to re-enter, terminate or forfeit this lease, specifying the nature of that default or contingency, and stating the Lessor's intention to take such proceedings and requiring the Mortgagee:

- (i) to cure the default or contingency specified in the notice within a period of forty-five (45) days from the date of receipt of that notice by the Mortgagee; or
- (ii) if the default or contingency is other than the failure to pay rent or taxes or any other sums required to be paid to the Lessor by any provision of this lease, and if the default or contingency cannot reasonably be cured within such forty-five (45) day period, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency;

and the Lessor hereby grants the Mortgagee access to the Premises for that purpose. If the default or contingency is cured within the period specified, the Mortgagee shall be entitled to continue as tenant for the balance of the term remaining at the date of the notice of default or contingency providing that the Mortgagee attorns as tenant to the Lessor and undertakes to be bound by and to perform the covenants and agreements of this lease until such Mortgagee as Lessee assigns its leasehold estate as permitted by this lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to be bound by and to perform the covenants and agreements of this lease.

(c) In the event the Mortgagee commences foreclosure proceedings against the Lessee, whether or not the Lessee is in default of the performance of its covenants and agreements with the Lessor under this lease at the time such foreclosure proceedings are commenced, the Lessor shall not re-enter, terminate or forfeit this lease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the Lessor to re-enter, terminate or forfeit this lease if the Mortgagee:

(i) shall first have given to the Lessor notice of the foreclosure proceedings;

(ii) is actively prosecuting the foreclosure proceedings;

(iii) cures the default or contingency within a period of forty-five (45) days from the date of receipt of notice from the Lessor specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay rent or taxes or any other sums required to be paid to the Lessor by any provision of this lease and if such default or contingency cannot reasonably be cured within such forty-five (45) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency; and

(iv) performs and observes all of the Lessee's covenants and agreements under this lease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee.

In the event that the Mortgagee acquires title to the Lessee's leasehold interest in the Premises pursuant to the foreclosure proceedings, the Mortgagee shall thereupon become subrogated to the rights of the Lessee under this lease,

provided it attorns to the Lessor as tenant and undertakes to be bound by and perform the covenants and agreements of this lease until such Mortgagee as Lessee assigns its leasehold estate as permitted by this lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to be bound by and to perform the covenants and agreements of this lease.

(d) If this lease shall be subject to termination or forfeiture by reason of the bankruptcy or insolvency of the Lessee and the Mortgagee has filed with the Lessor a notice of mortgage in favour of the Mortgagee and specified an address for notice, the Lessor shall give to the Mortgagee notice of the bankruptcy or insolvency of the Lessee entitling the Lessor to terminate or forfeit this lease and stating the Lessor's intention to take such proceedings and requiring the Mortgagee to cure the Lessee's default and the Lessee's default shall be deemed to have been sufficiently cured if the Mortgagee shall:

- (i) take possession and control of the Premises, or cause a receiver to be appointed under the terms of the Mortgagee's mortgage or by a court of competent jurisdiction, who takes possession and control of the Premises, and the Lessor hereby grants the Mortgagee or such receiver access to the Premises for that purpose;
- (ii) cure every default within a period of forty-five (45) days from the date of receipt by the Mortgagee of the notice from the Lessor of the bankruptcy or insolvency of the Lessee, or if such default or defaults are other than the failure to pay rent or taxes or any other sums required to be paid to the Lessor by any provision of this lease and if such default or defaults cannot reasonably be cured within such forty-five (45) day

period, immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or defaults;

(iii) attorn as tenant to the Lessor and undertake to be bound by and to perform the covenants and agreements of this lease until such Mortgagee as Lessee assigns its leasehold interest as permitted by this lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to be bound by and to perform the covenants and agreements of this lease.

(e) Any re-entry, termination or forfeiture of this lease made in accordance with the provisions of this lease as against the Lessee shall be valid and effectual against the Lessee even though made subject to the rights of any Mortgagee to cure any default of the Lessee and to continue as tenant under this lease.

(f) No entry upon the Lands or into the Building by the Mortgagee pursuant to this clause for the purpose of curing any default or defaults of the Lessee shall release or impair the continuing obligations of the Lessee.

(g) In the event that Canada Mortgage and Housing Corporation has assumed the interest of the Lessee in the Premises, then for so long as Canada Mortgage and Housing Corporation assumes the status of the Lessee it shall not be required to maintain insurance as herein provided or pay any ground rent which is payable hereunder.

10. In the event that the Lessor shall have exercised its rights under any of the foregoing provisions to forfeit the term herein demised by reason of the Lessee's breach of covenant or

default, and shall have re-entered and repossessed the Premises, and shall afterwards sell or lease the same to a third party, such third party shall in no case be bound to ascertain that the breach or default has occurred under which such re-entry was made.

11. The remedies of the Lessor hereunder are in addition to any remedies available to the Lessor at law or in equity. The Lessor may enforce any of its remedies in priority to, concurrently with or subsequent to any other remedies available to it.

12. It is expressly agreed that any failure by the Lessor to enforce, either in part or in whole, the rights and remedies available to it under this lease for any breach or failure by the Lessee to observe the provisions of any covenant or other matter herein contained shall not be deemed to be a waiver or acquiescence of same on the part of the Lessor, nor shall such failure preclude the Lessor from enforcing such rights and remedies against the Lessee for any subsequent breach or non-observance.

13. Whenever in this lease it is required or permitted that notice or demand be given by one or either of the parties upon the other, such notice or demand shall be deemed sufficiently given if in writing and forwarded by registered mail addressed as follows:

To the Clerk of the Lessor at 4949 Canada Way,
Burnaby, B.C. V5G 1M2

To the Lessee at 4678 Main Street, Vancouver,
B.C. V5V 3R7

Such addresses may be changed from time to time by either party serving notices as above provided.

Notice may also be given to the Lessee by delivering it to some adult person on the premises, if occupied, or, if not occupied, by posting up a copy of the said notice on the Premises. Any notice required to be given by the Lessor to any Mortgagee of the leasehold under these presents shall be deemed sufficiently given if in writing and forwarded by registered mail to the address of such Mortgagee which has been furnished to it under the provisions of clause 9 hereof, or if such premises are no longer occupied by such Mortgagee by leaving or posting up a copy of such notice at the last known address of such Mortgagee.

All rent or other moneys due under these presents shall be payable to the Lessor at its office situated at the address above specified, or in such other manner or place as the Lessor may from time to time in writing direct.

14. The Lessee covenants that it shall not have any claim or demand against the Lessor for detriment, damage or injury of any nature and howsoever caused to the Premises or to any structures, improvements, vehicles, materials, supplies, animals, goods, articles, effects or things at any time erected, brought, placed, made, kept or being upon the premises.

15. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

16. It is agreed that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns, and that where there is more than one Lessee all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits, the singular member shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their corporate seals attested by the hands of their proper signing officers in that behalf duly authorized.

THE CORPORATE SEAL OF THE CORPORATION OF
THE DISTRICT OF BURNABY WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:

Municipal Clerk-Authorized Signatory

THE CORPORATE SEAL OF VANCOUVER RESOURCE
SOCIETY FOR THE PHYSICALLY DISABLED WAS
HEREUNTO AFFIXED IN THE PRESENCE OF:

Allan Howard Fitzsimons

Authorized Signatory - ALLAN HOWARD FITZSIMONS

Walter John Schmid

Authorized Signatory - WALTER JOHN SCHMID