

**KING EDWARD VILLAGE
PARKING STALL/LOCKER ASSIGNMENT**

BETWEEN:

AQUILINI GROUP PROPERTIES INC.

(Incorporation No. BC0638775)

Main Level, 510 West Hastings Street,

Vancouver, BC V6B 1L8

(the "Assignor")

AND:

NILS HORACE GORSETH

509 - 4028 Knight Street

Vancouver, B.C., V5N 3M2

(the "Assignee")

RE: Parking Stall No. 55 (the "Stall") shown on the P3 Parking Level of the Parking/Locker Plan for King Edward Village and Locker No. 502 (the "Locker") shown on the 5th Floor of the Parking/Locker Plan for King Edward Village, a copy of which is attached hereto.

WHEREAS the Assignor is the lessee of the Stall and Locker and the Assignee is either The Owners, Strata Plan BCS2869 (the "**Strata Corporation**") or the registered owner or purchaser of strata lot 83 (the "**Strata Lot**") (suite no. 509, 4028 Knight Street, Vancouver, BC) in King Edward Village.

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment. Effective as of the date of the purchase of the Strata Lot by the Assignee, the Assignor hereby assigns to the Assignee its partial interest in the lease (the "**Lease**") dated April 21, 2008 made between Tri Eagle Investments Inc., Tri Power Lands Inc. Tri Eagle Capital Inc. and Tri Eagle Lands Inc., as owner and landlord, and the Assignor, as tenant, pertaining to

the exclusive right to lease the Stall and/or Locker for the balance of the Term (as defined in the Lease).

2. Delivery of Assignment to Strata Corporation. Subject to section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation with a copy to the Assignor.
3. Assignment Contingent Upon Strata Lot Ownership. Unless the Assignee is the Strata Corporation, the Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall and/or Locker for as long as the Assignee owns the Strata Lot.
4. Compliance. The Assignee agrees to use the Stall and/or Locker in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.
5. Sale or Disposition. The Assignee may only assign its rights under this Assignment in accordance with the Lease.
6. Acknowledgement. The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.
7. Enurement. This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

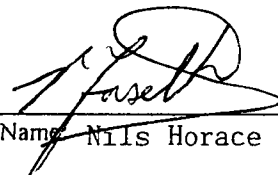
The parties have executed this Assignment effective as of the 15 day of May, 2008.

Assignor

AQUILINI GROUP PROPERTIES INC.
By its authorized signatory:

Print Name:

Assignee



Print Name: Nils Horace Gorseth

Print Name: