

ARTICLE IXUNAVOIDABLE DELAYSSection 9.01

If, by reason of strike, lock-out or other labour dispute or industrial disturbance, material or labour shortage not within the control of the Tenant or the Strata Corporation, fire or explosion, flood, wind, water, earthquake, act of God, breakage or accident to machinery, inability to obtain labour, materials or equipment, governmental restriction or judicial action, including the refusal or failure of the City of Vancouver or other governmental body to issue all necessary permits or approvals, or other similar circumstances beyond the reasonable control of the Tenant or the Strata Corporation and not avoidable by the exercise of reasonable effort or foresight by the Tenant or the Strata Corporation, the Tenant or the Strata Corporation is, in good faith and without default or neglect on its part, prevented or delayed in the repair of the Strata Lot or the Buildings or any part or parts of them which under the terms of this lease the Tenant or the Strata Corporation respectively is required to do by a specified day or within a specified time, the date or period of time within which the work was to have been completed shall be extended by the Landlord by a reasonable period of time at least equal to that of such delay or prevention and the Tenant or the Strata Corporation shall not be deemed to be in default if it performs and completes the work in the manner required by the terms of this lease within such extended period of time, or within such further extended period of time as may be agreed upon from time to time between the Landlord and the Tenant or the Strata Corporation as the case may be. If the Landlord and the Tenant or the Strata Corporation as the case may be cannot agree as to whether or not there is a prevention or delay within the meaning of this Article or they cannot agree as to the length of such prevention or delay, then such matter shall be determined by reference to arbitration in accordance with Article XVIII.

Each party shall notify the other promptly of the commencement, duration and cause, so far as the same is within the knowledge of such party, of any delay which will in any way affect the performance of the obligations of such party under this Agreement.

ARTICLE XBUILDERS LIENSSection 10.01

(a) The Tenant shall, throughout the Term at its own cost and expense, cause any and all builders' liens and other liens for labour, services or materials alleged to have been furnished with respect to the Strata Lot, the Lands or the Buildings, which may be registered against the Strata Lot, to be paid, satisfied, released or vacated within forty-two (42) days after the Landlord shall provide to the Tenant written notice of any claim for any such lien, PROVIDED HOWEVER, that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien, the Tenant shall not be bound by the foregoing but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into Court the amount claimed or sufficient security therefor and such costs as the Court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other security or indemnity in respect of such claim as the Landlord might reasonably require.

(b) The Strata Corporation shall, throughout the Term at its own cost and expense, cause any and all builders' liens and other liens for labour, services or materials alleged to have been furnished with respect to the Common Facilities, Common Property, the Lands or the Buildings, which may be registered against the Common Facilities, Common Property, the Lands or the Buildings and are not the responsibility of the the Tenant under Section 10.01(a), to be paid, satisfied, released or vacated within forty-two (42) days after the Landlord shall provide to the Strata Corporation written notice of any claim for any such lien, PROVIDED HOWEVER, that in the event of a bona fide dispute by the Strata Corporation of the validity or correctness of any claim for any such lien, the Strata Corporation shall not be bound by the foregoing but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into Court the amount claimed or sufficient security therefor and such costs as the Court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other security or indemnity in respect of such claim as the Landlord might reasonably require.

ARTICLE XIINSPECTION AND EXHIBITION BY LANDLORDSection 11.01 Inspection by Landlord

The Tenant and the Strata Corporation agree with the Landlord that it shall be lawful for a representative of the Landlord at all reasonable times during the Term to enter the Strata Lot and the Lands and the Buildings, or any of them, and to examine the condition thereof provided that the Landlord does not thereby unreasonably interfere with the operations of the Tenant or the Strata Corporation; and, further, that all wants of reparation required by Section 6.02 which upon such views shall be found, and for the amendment of which notice shall be delivered or given by the Landlord to the Tenant or the Strata Corporation, the Tenant or the Strata Corporation as the case may be, shall within sixty (60) days after every such notice or such longer period as provided in Section 17.01 well and sufficiently repair and make good accordingly.

Section 11.02 Exhibition by Landlord

During the final twelve (12) months of the Term, unless this lease is being renewed as provided in Article XXIII the Landlord shall be entitled to show the Strata Lot to prospective purchasers and tenants and to display upon the Strata Lot and the Lands the usual signs advertising the Strata Lot as being available for purchase or letting, provided such showing is conducted and such signs are displayed in such a manner as not to interfere unreasonably with the Tenant's use and enjoyment of the Strata Lot or the Lands.

ARTICLE XIIOBSERVANCE OF GOVERNMENTAL REGULATIONS ETC.Section 12.01

The Tenant and the Strata Corporation covenant with the Landlord that throughout the Term the Tenant and the Strata Corporation respectively will comply with all provisions of applicable law including without limitation, municipal, regional, provincial and federal legislative enactments, zoning and building by-laws, and any municipal, regional, provincial, federal or other governmental regulations which relate to the equipment, maintenance, operation and use of the Strata Lot and the Buildings respectively and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Strata Lot or the Buildings or any part thereof respectively. The Tenant and the Strata Corporation covenant to comply with all applicable police, fire and sanitary regulations imposed by any municipal, regional, provincial, federal or other governmental authorities and to observe and obey all applicable municipal, regional, provincial, federal and other governmental regulations and other legal requirements governing the use and occupation of the Strata Lot or the Buildings.

The Tenant or the Strata Corporation, after notice to the Landlord, may by appropriate proceedings conducted promptly at the Tenant's or the Strata Corporation's own expense, in the Tenant's or the Strata Corporation's name, contest in good faith the validity or enforcement of any such law, by-law, ordinance, requirement, order, direction, rule or regulation and may defer compliance therewith while such contest is pending so long as:

- (a) such deferment shall not constitute an offence on the part of the Landlord;
- (b) the Tenant or the Strata Corporation shall diligently prosecute such contest to a final determination by a court, department or government authority or body having jurisdiction; and
- (c) the Tenant or the Strata Corporation shall at its own cost and expense either (i) cause any charge caused by delay in compliance with any such law, by-law, ordinance, requirement, order, direction, rule or regulations which may be registered against or otherwise affect the Strata Lot or the Buildings to be paid, satisfied, released or vacated or (ii) furnish such security or indemnity as the Landlord might reasonably require, within forty-two (42) days after the Landlord shall provide the Tenant or the Strata Corporation, as the case may be, with written notice of such registration.

ARTICLE XIIIRIGHTS OF LANDLORD AND TENANTSection 13.01

All rights and benefits and all obligations of the Landlord and the Tenant under this lease shall be rights, benefits and obligations of the Landlord and the Tenant respectively in their capacities as landlord and tenant respectively under this lease.

ARTICLE XIVINDEMNITYSection 14.01 Breach, Violation or Non-performance  
of covenants by Tenant

(a) The Tenant shall indemnify and save harmless the Landlord from any and all manner of actions, causes of actions, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to and arising during the Term out of and to the extent caused by any breach, violation or non-performance of any covenant, condition or agreement in this lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed or performed.

(b) The Strata Corporation shall indemnify and save harmless the Landlord from any and all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to and arising during the Term out of and to the extent caused by any breach, violation or non-performance of any covenant, condition or agreement in this lease set forth and contained on the part of the Strata Corporation to be fulfilled, kept, observed or performed.

Section 14.02 Injury, damage or loss of property

(a) Notwithstanding the provisions of Section 5.06 hereof, the Tenant and the Strata Corporation shall indemnify and save harmless the Landlord from any and all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to and arising during the Term out of:

- (i) any injury to person or persons, including death resulting at any time therefrom, occurring in the Strata Lot; and
- (ii) any damage to or loss of property occasioned by the use and occupation of the Strata Lot.

(b) Notwithstanding the provisions of Section 5.06 hereof, the Strata Corporation shall indemnify and save harmless the Landlord from any and all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to and arising during the Term out of:

- (i) any injury to person or persons, including death resulting at any time therefrom occurring in or on the Lands or the Buildings except that part thereof comprising the Strata Lot;

- (ii) any damage to or loss of property occasioned by the use and occupation of the Lands or the Buildings except that part thereof comprising the Strata Lot;

Section 14.03 Indemnification survives termination of lease

The obligations of the Tenant or the Strata Corporation (as the case may be) to indemnify the Landlord under the provisions of Section 3.01, 3.02, 3.03, 5.06, 14.01 and 14.02 hereof with respect to liability by reason of any matter arising during the Term shall survive any termination of this lease, anything in this lease to the contrary notwithstanding.

ARTICLE XVSUBLETTING AND ASSIGNINGSection 15.01 Subletting by Tenant

(a) The Tenant may at any time after the Date of Substantial Completion (as defined in the Ground Lease) and thereafter from time to time during the Term sublease the Strata Lot without the consent of the Landlord, PROVIDED HOWEVER that if the Tenant is not in default hereunder the Tenant may from time to time prior to the Date of Substantial Completion, without the consent of the Landlord, enter into a sublease with a lessee or occupant of the whole but not part of the Strata Lot, provided that if such Strata Lot is a dwelling unit, it is used by the lessee or occupant for residential purposes only and if such Strata Lot comprises commercial, retail or office space it is used by the lessee or occupant for commercial, retail or office purposes only.

(b) Notwithstanding any such subleasing being effected, the Tenant shall remain bound to the Landlord for the fulfilment of all of its obligations hereunder.

(c) If requested by the Landlord, a copy of any or all subleases shall be forwarded to the Landlord within thirty (30) days of the conclusion of each transaction together with particulars of registration (if any) in the Vancouver Land Title Office.

Section 15.02 Assignment by Tenant

The Tenant may at any time after the Date of Substantial Completion (as defined in the Ground Lease) and thereafter from time to time during the Term, assign, transfer or convey the Strata Lot without the consent of the Landlord; PROVIDED HOWEVER that prior to the Date of Substantial Completion the Tenant may, without the consent of the Landlord offer for sale and enter into an agreement of sale of its leasehold interest in the Strata Lot provided that the Tenant has complied with all requirements of the Real Estate Act R.S.B.C. 1979 Chapter 356, and the policies of the Superintendent of Insurance with respect thereto so far as they pertain to the offer for sale and sale of the Strata Lot and all Rent and taxes have been paid in full to that date in accordance with this Lease and the Ground Lease.

Any assignment, transfer or conveyance by the Tenant of its leasehold interest in a Strata Lot (other than by way of Mortgage) shall be subject to the following conditions:

- (a) the assignment, transfer or conveyance shall be in the form attached hereto as Schedule "2" which forms a part of this lease with such additions, deletions or amendments thereto as are appropriate to the premises to be assigned and as are approved by the Landlord and shall be executed by or on behalf



of the vendor and purchaser named therein and the Landlord before being deposited in the Vancouver Land Title Office for registration;

- (b) a copy of all such assignments, transfers or conveyances shall be furnished to the Landlord within thirty (30) days of the conclusion of each transaction together with particulars of registration in the Vancouver Land Title Office.

ARTICLE XVIMORTGAGESection 16.01 Assignment or subletting by way of Mortgage

Nothing herein contained shall be construed to prevent or prohibit the assignment or subletting by the Tenant of the Strata Lot by way of Mortgage for any purposes whatsoever, provided, however, that in the event of and notwithstanding any such assignment or subletting the Tenant shall be and remain liable for the payment of all Rent and taxes and the performance of all the terms, covenants and conditions of this lease. Subject to the provisions of Section 17.02 every Mortgage shall be made expressly subject to the rights of the Landlord under this Lease. If requested by the Landlord, a copy of any or all Mortgages shall be furnished to the Landlord together with particulars of registration in the Vancouver Land Title Office within thirty (30) days of such request.

Section 16.02 Rights of Mortgage

Any Mortgagee under a Mortgage may enforce such Mortgage and acquire title to the leasehold estate in the Strata Lot in any lawful way, and, by its representative or by a receiver, as the case may be, take possession of and manage the Strata Lot, and upon foreclosure of such Mortgage may sell or assign the leasehold estate in the Strata Lot and the purchaser or assignee of the leasehold estate in the Strata Lot shall be liable to perform the obligations imposed on the Tenant by this lease only so long as such purchaser or assignee has ownership or possession of such leasehold estate.

Section 16.03 Direct Covenants in Favour of Mortgagee

The Landlord agrees to execute, on request by a Mortgagee, a tripartite agreement between the Landlord, the Tenant and the Mortgagee wherein the Landlord agrees (1) to give to the Mortgagee, in the event the Mortgagee acquires the leasehold interest of the Tenant in the Strata Lot, whether by foreclosure or otherwise, the direct benefit of the covenants herein contained on the part of the Landlord relating to Mortgages together with such other assurances as the Mortgagee may reasonably require, (2) that the Landlord will not agree to any amendment of the Lease which increases the liability of the Tenant or accept a surrender of the Lease without the Mortgagee's consent and (3) such other terms and conditions, reasonably required by the Mortgagee.

ARTICLE XVIIDEFAULTSection 17.01 Procedure in the event of default

- (a) Subject to the provisions of Section 17.02, if:
- (i) the Tenant shall default in payment of Rent and such default shall continue for a period of thirty (30) days after written notice of intention to terminate this lease by reason of such default shall have been given by the Landlord to the Tenant; or
  - (ii) the Tenant shall default in performing or observing any of its covenants or obligations under this lease (other than those referred to in Section 17.01(a)(i)) or if the Strata Corporation shall default in performing or observing any of its covenants or obligations under this lease (other than those referred to in Section 17.01(b)) and the Landlord shall have given to the Tenant notice of such default and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, in the case of a default which cannot with due diligence be cured within the period of sixty (60) days aforesaid, the Tenant fails to proceed promptly after the giving of such notice to cure such default;

the Landlord may unless the Tenant voluntarily surrenders the Strata Lot to the Landlord, apply to the Supreme Court of British Columbia for an Order for sale as provided in Section 98 of the Condominium Act.

(b) If the Strata Corporation shall default in performing or observing any of its covenants or obligations under this lease as the same relate to the Common Property or the Common Facilities and the Landlord shall have given to the Tenant and the Strata Corporation and to each Mortgagee who has filed with the Landlord notice of its Mortgage specifying an address for notice hereunder, notice specifying such default and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, in the case of a default which cannot with due diligence be cured within the period of sixty (60) days aforesaid, the Strata Corporation fails to proceed promptly after the giving of such notice to cure such default, the Landlord may:

- (i) cure the specified default, although not obliged to do so, and any amount paid by the Landlord in curing such default, together with all costs and expenses of the Landlord shall be reimbursed to the Landlord by the Strata Corporation; in default of reimbursement by the

Strata Corporation the Tenant's share of the amount so paid and the said costs and expenses of the Landlord (which share shall be determined as hereafter set forth) may be recovered by the Landlord from the Tenant as Rent. In apportioning any amount to which the Landlord is entitled to reimbursement by the Strata Corporation such amount shall be borne by the Tenant in the proportion that the Unit Entitlement of the Tenant Strata Lot bears to the aggregate Unit Entitlement of all of the Strata Lots from time to time; or

- (ii) bring an action against the Strata Corporation to remedy the specified default or recover the amount so paid by the Landlord in curing the default and all costs and expenses of the Landlord.

Section 17.02 Notice to and remedies of Mortgagee

(a) The Landlord shall give to each Mortgagee who has filed with the Landlord notice of its Mortgage and specified an address for notice hereunder, notice of the default entitling the Landlord to make application for such Order for sale or to re-enter or to bring an action against the Strata Corporation as aforesaid, specifying the nature of that default, and stating the Landlord's intention to take such proceedings and requiring the Mortgagee:

- (i) to cure the default specified in the notice within a period of sixty (60) days from the date of receipt of that notice by the Mortgagee; or
- (ii) if the default cannot reasonably be cured within such sixty (60) day period, then to immediately proceed with due diligence to cure the default as soon as reasonably possible;

and the Landlord hereby grants the Mortgagee access to the Strata Lot for that purpose. If the default 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 providing that the Mortgagee attorns as tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of this lease; PROVIDED HOWEVER that in the event the Mortgagee consists of more than one mortgagee each having a separate charge upon the Tenant's interest in this lease, and more than one of them wishes to cure the default specified in the notice aforesaid, then the Landlord hereby agrees to permit curing of the default specified as aforesaid and the assumption of the balance of the Term as aforesaid by that mortgagee which is willing to cure and assume as aforesaid and whose charge ranks in priority over the charge or charges held by the other mortgagee or mortgagees willing to cure and assume as aforesaid; EXCEPT THAT in the

event any Mortgagee has commenced a foreclosure action the provisions of Section 17.02(b) shall apply.

(b) In the event the Mortgagee commences foreclosure proceedings against the Tenant, whether or not the Tenant or the Strata Corporation is in default of the performance of its covenants and agreements with the Landlord under this lease at the time such foreclosure proceedings are commenced, the Landlord shall not make application for an Order for the sale of the Tenant's interest in the Strata Lot or this lease or re-enter after the commencement of foreclosure proceedings on the ground of any default entitling the Landlord to such Order for sale or to re-enter if the Mortgagee:

- (i) shall first have given to the Landlord notice of the foreclosure proceedings;
- (ii) is actively prosecuting the foreclosure proceedings;
- (iii) cures the default within a period of sixty (60) days from the date of receipt of notice from the Landlord specifying the nature of the default, or if the default cannot be reasonably cured within such sixty (60) day period, immediately proceeds with due diligence to cure the default as soon as reasonably possible;
- (iv) performs and observes all of the Tenant'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 Tenant's interest in the Strata Lot pursuant to the foreclosure proceedings, it shall thereupon become subrogated to the rights of the Tenant under this lease provided it attorns to the Landlord as tenant and undertakes to be bound by and perform the covenants and agreements of this lease. PROVIDED HOWEVER that in the event the Mortgagee consists of more than one mortgagee and more than one of them commences foreclosure proceedings, the right to cure any default granted by this Section 17.02(b) to a foreclosing mortgagee shall be deemed granted to them in the order of priority of the charges held by the foreclosing mortgagees.

(c) No entry upon the Strata Lot by the Mortgagee pursuant to this Section 17.02 for the purpose of curing any default or defaults of the Tenant or the Strata Corporation shall release or impair the continuing obligations of the Tenant.

Section 17.03 Remedies of Landlord are cumulative

The remedies of the Landlord specified in this lease are cumulative and are in addition to any remedies of the Landlord at law or

equity. No remedy shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this lease, the Landlord shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant or the Strata Corporation of any of the covenants or agreements hereof.

Section 17.04 Waiver by Landlord

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this lease shall not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this lease shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of Rent with knowledge of any breach of any covenant or agreement by the Tenant shall not waive such breach. No waiver by the Landlord shall be effective unless made in writing.

ARTICLE XVIIIARBITRATIONSection 18.01

If the Landlord and the Tenant do not agree as to any of the matters which, if no agreement is reached upon them, are by the provisions hereof to be determined by arbitration, any such disagreement shall be referred to a single arbitrator to be chosen by the Landlord and the Tenant, provided that if the Landlord and the Tenant do not agree as to the choice of a single arbitrator, then by three arbitrators, one of whom shall be chosen by the Landlord, one by the Tenant, and the third by the two so chosen and the third arbitrator so chosen shall be the chairman. The award may be made by the majority of the arbitrators. If within fifteen (15) days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to appoint an arbitrator or the two arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to the Supreme Court of British Columbia for the appointment by the Supreme Court of British Columbia of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. The costs of the reference and award shall be in the discretion of the arbitrators who may direct to and by whom and in what manner those costs or any part thereof shall be paid and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided herein, the provisions of the Arbitration Act of British Columbia, R.S.B.C. 1979, Chapter 18 as amended from time to time, shall apply.

ARTICLE XIX

CERTAIN COVENANTS AND AGREEMENTS OF  
TENANT AND STRATA CORPORATION

Section 19.01 Conduct on demised premises

The Tenant and the Strata Corporation and each of them agree with the Landlord that they will not carry on nor do, nor allow to be carried on or done upon the Strata Lot (as to the Tenant), the Lands or in the Buildings except that part comprised in the Strata Lot (as to the Strata Corporation) any work, business or occupation which may be a nuisance or which may be improper, noisy or contrary to any law or to any by-law of the City of Vancouver or of any other governmental agencies or authorities having jurisdiction for the time being in force.



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ARTICLE XX

SURRENDER OF LEASE

Section 20.01

At the expiration or sooner determination of the Term, unless this lease is renewed as provided in Article XXIII, the Tenant shall surrender the Strata Lot (including the interest of the Tenant in any Common Facility) to the Landlord in the condition in which it was required to be kept by the Tenant under the provisions of this lease, except as herein otherwise expressly provided.

ARTICLE XXIQUIET ENJOYMENT AND TENANT'S FIXTURESSection 21.01 Covenant for Quiet Enjoyment

If the Tenant pays the Rent hereby reserved and the Tenant and the Strata Corporation perform the covenants hereinbefore on their parts respectively herein contained, the Tenant shall and may peaceably enjoy and possess the Strata Lot for the Term, without any interruption or disturbance whatsoever from the Landlord or any other person, firm or corporation lawfully claiming from or under the Landlord.

Section 21.02 Removal of Tenant's Fixtures

At the expiry or earlier termination of the Term or any renewal of it, the Tenant and the Strata Corporation may remove their fixtures and the fixtures of any subtenants and licensees and any persons claiming through or under them. The Tenant and the Strata Corporation shall make good any damage to the Buildings caused by any removal of tenants' fixtures.

ARTICLE XXIIOVERHOLDINGSection 22.01

The Tenant covenants and agrees with the Landlord that if the Tenant shall hold over and the Landlord shall accept Rent after the expiration of the Term, unless this lease is renewed as provided in Article XXIII, 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.

ARTICLE XXIIIRENEWAL OF LEASESection 23.01 Renewal Leases

(a) Special provisions concerning the renewal of this lease by the Landlord are contained in Sections 100, 101 and 102 of the Condominium Act and except as otherwise provided in Section 23.01(b) the provisions of Sections 100, 101 and 102 apply to this lease; the parties hereto agree to conform with and be bound by the said provisions so far as they relate to this lease.

(b) Any renewal of this lease shall be on the same terms and conditions as are herein contained, mutatis mutandis, except that the term shall be five (5) years unless the Landlord elects to renew for a longer period and the rent shall be determined as follows, that is to say:

- (i) the rent payable by the Tenant during each renewal term shall be such annual sum as may be agreed upon in writing by and between the Landlord and the Tenant; provided however that if the Landlord and the Tenant do not agree in writing upon the rent for any renewal term at least six (6) months prior to the end of the Term or six (6) months prior to the end of the renewal term immediately preceding the renewal term the rent for which has yet to be determined, the rent for such last-mentioned renewal term shall be that share of the current market rental value of the Lands apportioned to the Strata Lot in accordance with the schedule filed under Section 4(g) of the Condominium Act at the date which shall be six (6) months prior to the end of the Term or six (6) months prior to the end of the renewal term immediately preceding the renewal term the rent for which has yet to be determined and such market rental value shall be determined by arbitration. The arbitrators shall within the said six (6) month period appraise and determine the current market rental value of the aforesaid part of the Lands. If the arbitrators shall not have determined the current market value within the said six (6) month period, the Tenant shall pay to the Landlord during the renewal term pending such determination rent as provided in Section 23.01(b)(ii). The Tenant covenants and agrees to pay the annual rent as so determined for each renewal term in twelve (12) monthly instalments in advance, on the first day of each month in each year during each renewal term, provided however, that should the date upon and from which such rent first begins to accrue be a date other than the first day of a month, such rent shall be apportioned accordingly as to the first and last months.

of the renewal term. In determining the current market rental value of the aforesaid part of the Lands pursuant to this Section 23.01(b), the arbitrators shall exclude from such determination the value of the Buildings in and upon the Lands (as if the same were unimproved);

- (ii) if the annual rent at any time payable under any renewal of this lease is subject to a revision which is dependent upon a determination to be made pursuant to the provisions of this Section 23.01(b) but which has not then been made, and if consequently, the amount of the revision of the rent cannot be ascertained within the time limited herein, the Tenant shall, pending the making of the computation, in the first renewal term pay to the Landlord such monthly instalments on account of rent as the Landlord shall reasonably determine and in subsequent renewal terms shall continue to pay monthly instalments calculated at one-twelfth (1/12) of the annual rent payable in the last year of the previous renewal term, and when the revised annual rent has been ascertained, the Tenant shall pay to the Landlord the amount, if any, by which the monthly instalments of the revised annual rent payable prior to the date thereof exceeds the amount actually paid between the end of the term of this lease or any subsequent renewal thereof, as the case may be, and the final determination of the revised annual rent, together with interest at the rate of five per cent (5%) per annum above the Prime Rate on such excess amount or the Landlord shall credit the Tenant against future instalments of annual rent with any overpayment.

(c) When the rent has been determined (by agreement or arbitration) for any renewal of this lease under Section 23.01(b) the Landlord shall prepare, execute and deliver to the Tenant not less than three (3) copies of the renewal of this lease in a form acceptable for registration in the Vancouver Land Title Office and the Tenant shall execute the renewal lease, attend to the registration thereof and deliver an executed copy of the same to the Landlord. All fees for the registration of the renewal of this lease in the Vancouver Land Title Office shall be borne by the Tenant.

ARTICLE XXIVPURCHASE OF TENANT'S INTEREST IN STRATA LOTSection 24.01

(a) Special provisions concerning the purchase of the Tenant's interest in the Strata Lot by the Landlord are contained in Sections 97 and 100(4) of the Condominium Act and except as otherwise provided in Section 24.01(b) the provisions of Section 97 and 100(4) apply to this lease; the parties hereto agree to conform with and be bound by the said provisions so far as they relate to this lease.

(b) Upon the Termination of this lease, the Landlord shall purchase the Tenant's interest in the Strata Lot. The purchase price of the Tenant's interest in the Strata Lot shall be its Fair Market Value as agreed between the Landlord and the Tenant. If the Landlord and the Tenant cannot agree upon the purchase price of the Tenant's interest in the Strata Lot within 60 days (or such extended period as the parties may mutually agree upon) following the Termination of this lease as aforesaid then the purchase price shall be the Fair Market Value of the Tenant's interest in the Strata Lot as determined by arbitration. For the purposes of assessing the Fair Market Value and in furtherance to the provisions of the Condominium Act the Tenant's interest in the Strata Lot shall be determined:

- (i) as if this lease did not terminate;
- (ii) on the basis that the Strata Lot is free of all liens, charges and encumbrances;
- (iii) on the basis that the Lands may be used only for the purposes set forth in this lease, and the purchase price shall be calculated as of the date of Termination of this lease.

(c) The purchase price of the Tenant's interest in the Strata Lot shall be paid less any amounts owing to the Landlord by the Tenant and any amounts paid by the Landlord to satisfy any Mortgage, encumbrance, lien, judgment, taxes or other charges registered in the Vancouver Land Title Office against this lease and any other normal adjustments not later than fifteen (15) days after the purchase price shall have been determined pursuant to this Article XXIV (either by agreement or arbitration) and in exchange for which the Tenant shall deliver without cost to the Landlord a deed of surrender and conveyance of the Tenant's interest in the Strata Lot in form acceptable to the Landlord and such as to effectively surrender and convey to the Landlord all of the interest, right and title of the Tenant in the Strata Lot together with vacant possession of the Strata Lot.

(d) In the event that subsequent to the date on which the Landlord is obliged to purchase the Strata Lot hereunder, the Strata Lot or any portion thereof shall be damaged by fire or other casualty any insurance monies or right to insurance monies resulting from loss or damage to the Strata Lot or any portion thereof required to be purchased by the Landlord and not applied in accordance with the terms of this lease shall be turned over to the Landlord upon completion of the sale.

ARTICLE XXV

NOTICE

Section 25.01

All notices, demands and requests which may or are required to be given pursuant to this lease shall be in writing and shall be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed prepaid and registered, in the case of the Landlord addressed to:

British Columbia Place Ltd.  
21st Floor, 650 West Georgia Street  
Vancouver, British Columbia  
V6B 4N9

Attention: Corporate Secretary

and in the case of the Tenant addressed to:

Fama Holdings Ltd.  
Suite 801, Kapilano 100  
West Vancouver, British Columbia  
V7T 1A2

and in the case of the Strata Corporation addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other addresses in Canada as the parties may from time to time advise by notice in writing. Mortgagees hereof shall supply their respective mailing addresses to the Landlord, the Tenant and the Strata Corporation. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally or if mailed as aforesaid on the fourth business day next following the date of such mailing. PROVIDED HOWEVER that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slow down of postal service or other labour dispute which affects the delivery of such notice, then such notice shall be deemed to be received when actually delivered.



ARTICLE XXVIMISCELLANEOUSSection 26.01 Conflict between provisions of Model  
Strata Lot Lease and Condominium Act

In the event that the terms of this Model Strata Lot Lease or the duties and obligations of the Landlord, the Tenant or the Strata Corporation under the terms of this Model Strata Lot Lease conflict or are inconsistent with the provisions of the Condominium Act applicable to leasehold Strata Lots the provisions of the Condominium Act shall prevail.

Section 26.02 Statements of good standing

The Landlord, the Tenant and the Strata Corporation agree that at any time and from time to time upon not less than fifteen (15) days' prior request, each will execute, acknowledge and deliver to the other (and if requested by the other party, addressed to any third party or parties designated by the other party) a statement in writing certifying:

- (a) that this lease is unmodified and in full force and effect or if there have been modifications that the same is in full force and effect as modified and identifying the modification;
- (b) the dates to which Rent has been paid; and
- (c) that, so far as the maker of the statement knows, the party who requests the statement is not in default under any provisions of this lease, or, if in default, the particulars thereof.

Section 26.03 Landlord's Performance of Tenant's Covenants

In the event of default by the Tenant in performance of any of its obligations hereunder other than the payment of Rent, the Landlord may perform the same and the amount of any expenditures made by the Landlord in connection therewith shall be deemed to be Rent payable hereunder, and shall be reimbursed to the Landlord by the Tenant on demand together with interest at the 5% per annum above the Prime Rate from the date incurred until paid. The Landlord shall however be under no obligation to remedy any default of the Tenant, and shall not incur any liability to the Tenant for any act or omission in the course of its curing or attempting to cure any such default.

Section 26.04 Payment of Costs and Expenses

In the event that the Tenant shall fail to perform any term or condition of this lease, the Tenant hereby agrees to pay to the Landlord

all of the Landlord's costs and expenses of enforcing this lease, by action or otherwise, including reasonable solicitors' fees.

Section 26.05 Time is of the essence

Time shall be of the essence of this lease, save as herein otherwise specified.

Section 26.06 Governing Law

This lease shall be governed by and construed in accordance with the laws of the Province of British Columbia. Each and every covenant and agreement contained in this lease is, and shall be construed to be, a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Tenant shall not discharge or relieve the Tenant from its obligations to perform the same. If any term or provision of this lease or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and shall be enforced to the extent permitted by law.

Section 26.07 No Partnership or Joint Venture

This lease is not intended nor shall it be construed to create the relationship of either a partnership or a joint venture between the Landlord and the Tenant.

Section 26.08 Joint and Several

Each of the parties constituting the Tenant acknowledges that each of them shall be jointly and severally bound with the other for the due performance of the obligations, covenants, agreements and provisos of the Tenant under this lease and that all such obligations, covenants and agreements shall be joint and several.

Section 26.09 Interpretation

Wherever the neuter is used herein it should be construed as if the masculine or feminine had been used where the context so requires, and the rest of the sentence concerned shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

Section 26.10 Modifications and Amendments

This lease may not be modified or amended except by an instrument in writing of equal formality herewith executed by the

Landlord, the Tenant and the Strata Corporation or by the successors or assigns of the Landlord and the successors or permitted assigns of the Tenant.

Section 26.11 Execution of the Model Strata Lot Lease  
by the Strata Corporation

(a) If the Strata Corporation fails to execute this lease and deliver the same to the Landlord together with a resolution of the Strata Corporation authorizing the execution of the lease in accordance with Section 26.03 of the Ground Lease then the Tenant shall observe and perform all of those covenants, conditions and agreements which the Strata Corporation would have been bound to observe and perform by the terms of this lease had it executed and delivered the same as aforesaid.

(b) If at any time during the Term the Strata Corporation does not have the right, power and authority to observe or perform any of the covenants, conditions and agreements which the Strata Corporation is bound to observe and perform by the terms of this lease then the Tenant shall observe and perform all of those covenants, conditions and agreements which the Strata Corporation would have been obligated to observe and perform had the Strata Corporation such right, power and authority.

Section 26.12 Captions and Headings

The captions and headings throughout this lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease nor in any way affect this lease.

Section 26.13 Enurement

It is further agreed and declared by the Landlord and the Tenant that these presents shall extend to, be binding upon and enure to the benefit of the Landlord, the Tenant and the Strata Corporation and their respective administrators, successors and assigns and if there is more than one Tenant named the word "Tenant" shall be deemed to include each of such Tenants (as the case may be) their several administrators, successors and assigns, severally as well as jointly.

IN WITNESS WHEREOF the Landlord, the Tenant and the Strata Corporation have hereunto caused to be affixed their respective seals

attested by the signatures of the respective proper officers duly authorized for such purpose.

THE CORPORATE SEAL of BRITISH )  
COLUMBIA PLACE LTD. was hereunto )  
affixed in the presence of: )  
)  
)  
\_\_\_\_\_)  
)  
\_\_\_\_\_)

THE CORPORATE SEAL of FAMA )  
HOLDINGS LTD. was hereunto affixed )  
in the presence of: )  
)  
)  
\_\_\_\_\_)  
)  
\_\_\_\_\_)

THE CORPORATE SEAL of THE OWNERS )  
LEASEHOLD STRATA PLAN )  
NO. VR \_\_\_\_\_ was hereunto )  
affixed in the presence of: )  
)  
)  
\_\_\_\_\_)  
)  
\_\_\_\_\_)

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SCHEDULE "I"

This is the schedule referred to in Section 7.01  
of the Model Strata Lot Lease

DAMAGE OR DESTRUCTION

Section 7.01 Rent not to abate

The partial destruction or damage or complete destruction by fire or other casualty of the Buildings shall not terminate this lease or entitle the Tenant to surrender possession of the Strata Lot or to demand any abatement or reduction of the Rent or other charges payable under this lease, any law or statute now or in the future to the contrary notwithstanding.

Section 7.02 Tenant's obligations when Buildings  
damaged or partially destroyed

The Strata Corporation and the Tenant covenant and agree with the Landlord that in the event of damage to or partial destruction of the Buildings the Strata Corporation and the Tenant shall either (a) replace any part of the Buildings destroyed with a new structure in accordance with any agreement which may be made by the Tenant with the Landlord, or (b) repair or replace such damage or destruction in the absence of any such agreement.

Section 7.03 Tenant's obligations when Buildings  
completely or substantially destroyed

The Strata Corporation and the Tenant covenant and agree with the Landlord that in the event of complete or substantially complete destruction of the Buildings the Strata Corporation and the Tenant shall either (a) reconstruct or replace the Buildings with a new structure or structures in accordance with any agreement which may be made by the Tenant with the Landlord, or (b) in the absence of any such agreement, replace the Buildings with a new structure or structures, comparable to the structure or structures being replaced which shall cost not less than approximately the amount of the insurance monies payable and paid by reason of such destruction.

Section 7.04 Replacement, repair or reconstruction under  
Section 7.02 or 7.03 to be carried out in  
compliance with Sections 6.02 and 8.01

Any replacement, repair or reconstruction of the Buildings or any part thereof pursuant to the provisions of Section 7.02 or 7.03

hereof shall be made or done in compliance with the provisions of Sections 6.02 and 8.01 hereof.

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SCHEDULE "2"

This is the schedule referred to in  
Section 15.02(a) of the Model Strata Lot Lease

ASSIGNMENT

THIS INDENTURE made as of the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ .

BETWEEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Vendor")

OF THE FIRST PART,

AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Purchaser")

OF THE SECOND PART,

AND:

BRITISH COLUMBIA PLACE LTD.

(hereinafter called "B.C. Place")

OF THE THIRD PART.

WHEREAS:

A. By a ground lease (the "Ground Lease") dated as of the \_\_\_\_\_  
\_\_\_\_\_, and registered in the Vancouver Land Title

Office under No. \_\_\_\_\_, B.C. Place, as landlord, demised and leased to \_\_\_\_\_, as tenant, on the terms and conditions therein contained, those lands in the City of Vancouver, in the Province of British Columbia, more particularly known and described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Lands")

B. The Lands have been subdivided into strata lots by the deposit of a leasehold strata plan in the Vancouver Land Title Office in accordance with the provisions of the Condominium Act, R.S.B.C. 1979, Chapter 61, and the Land Title Act, R.S.B.C. 1979 Chapter 219;

C. The Vancouver Land Registrar has issued in the name of B.C. Place, the registered owner in fee simple of the Lands included in the leasehold strata plan, new certificates of title to each of the strata lots shown upon the leasehold strata plan;

D. The deposit of the leasehold strata plan converted the Ground Lease into individual leases in the name of Fama Holdings Ltd., in respect of the interest of B.C. Place in each strata lot including its share in the common property, at a rent, premium or other consideration, and subject to the applicable terms and conditions contained in the Ground Lease and in the model strata lot lease attached thereto and to the provisions of the Condominium Act and the regulations thereto (the model strata lot lease being hereinafter referred to as the "Lease");

E. The Vendor, at the request of the Purchaser, has agreed to assign to the Purchaser for the sum of \$ \_\_\_\_\_ the Vendor's interest in:

Strata Lot \_\_\_\_\_  
Leasehold Strata Plan Vr \_\_\_\_\_  
together with an interest in the common property in proportion to the unit entitlement shown on Form 1 of the Strata Plan

(hereinafter called the "Strata Lot")

for all the residue now unexpired of the term of the Lease subject to the rent reserved by the Lease and to the performance and observance of the covenants on the part of the Tenant and the conditions contained in the Lease so far as the same relate to the Strata Lot;

F. B.C. Place hereby consents to this assignment.

NOW THIS INDENTURE WITNESSETH as follows:



1. In consideration of the sum of \$\_\_\_\_\_ paid by the Purchaser to the Vendor (the receipt whereof is hereby by the Vendor acknowledged), the Vendor as beneficial owner hereby assigns to the Purchaser the Vendor's interest in the Strata Lot. TO HOLD unto the Purchaser for all the residue now unexpired of the term of the Lease subject henceforth to the payment to B.C. Place of the rent reserved by the Lease and to the performance and observance of the covenants on the part of the lessee and the conditions contained in the Lease all in so far as the same relate to the Strata Lot.

2. The Purchaser covenants with the Vendor and B.C. Place and each of them that the Purchaser shall during all the residue now unexpired of the term of the Lease and every renewal thereof pay the rent reserved by the Lease and observe and perform the covenants on the part of the lessee and the conditions contained in the Lease as fully and effectually as if the Lease contained a separate demise of the Strata Lot.

3. The Purchaser covenants with the Vendor and B.C. Place and each of them to indemnify the Vendor and B.C. Place and each of them against all actions, suits, costs, expenses, charges, damages, losses, claims and demands for or on account of non-payment of the rent and the non-performance or non-observance of the said covenants and conditions so far as the same relate to the Strata Lot.

4. The Vendor covenants with the Purchaser that the Lease so far as it relates to the Strata Lot is a valid and subsisting lease. that the rent reserved by the Lease has been paid up to the date hereof, that the covenants, provisos and conditions thereof on the part of the lessee have been duly observed and performed up to the date hereof, that the Vendor is entitled to grant this assignment, that subject to the payment of the rent and the observance and performance of the covenants and conditions of the Lease, the Purchaser may enjoy the Strata Lot for all the residue now unexpired of the term of the Lease and any renewal thereof, without interruption by the Vendor or any person claiming through the Vendor and that the Vendor and B.C. Place shall at all times hereafter at the request and cost of the Purchaser, execute such further assurances in respect of this assignment as the assignee may reasonably require.

5. The Purchaser acknowledges to the Vendor and B.C. Place that the Purchaser has had the opportunity to read the contents of the Ground Lease including the model strata lot lease attached thereto.

6. It is hereby agreed by the parties hereto that this assignment shall enure to the benefit of and be binding upon the parties hereto,

their heirs, executors, administrators, successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Indenture.

THE COMMON SEAL of \_\_\_\_\_ )  
\_\_\_\_\_ was )  
hereunto affixed in the presence )  
of: )  
\_\_\_\_\_)  
\_\_\_\_\_)

SIGNED, SEALED and DELIVERED by \_\_\_\_\_ )  
\_\_\_\_\_ in )  
the presence of: )

\_\_\_\_\_)  
Witness )  
\_\_\_\_\_)  
Address )  
\_\_\_\_\_)  
\_\_\_\_\_)  
Occupation )

\_\_\_\_\_

SEALED with the Common Seal of \_\_\_\_\_ )  
BRITISH COLUMBIA PLACE in the )  
presence of: )

\_\_\_\_\_)  
Authorized Signatory )  
\_\_\_\_\_)  
Authorized Signatory )

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CERTIFIED TRUE COPY OF A DOCUMENT  
ON FILE WITH THE REGISTRAR OF  
COMPANIES.



September 27, 1985

COMPANY ACT

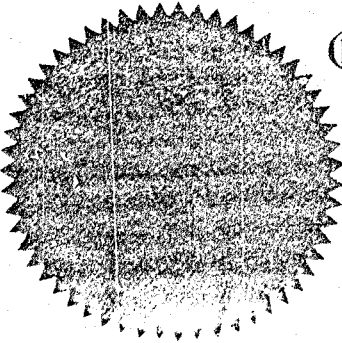
ASSISTANT DEPUTY REGISTRAR OF COMPANIES  
FOR THE PROVINCE OF BRITISH COLUMBIA

# Certificate

296747

Canada  
Province of British Columbia

I Herely Certify that FAMA HOLDINGS LTD., which was  
incorporated on the seventh day of September, 1979, under Certificate  
No. 196600 and PERS SERVICES LTD., which was incorporated on the  
thirteenth day of November, 1979, under the name PERS FOOD LTD., under  
Certificate No. 199907 and subsequently changed its name to PERS  
SERVICES LTD., on the twenty-second day of November, 1979, are this  
day amalgamated pursuant to the Company Act as one company with the  
name FAMA HOLDINGS LTD.



Given under my hand and seal of office at  
Victoria, B.C, this 20th  
day of August, one  
thousand nine hundred and eighty-five

R. J. LOWDON  
Deputy Registrar of Companies

FILM

N 66228

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October 1985, after which date the estate's assets will be distributed, having regard only to the claims that have been received. — Alexander Wright and Emily Wright, *Executors*.

Patricia E. Cocks, *Solicitor*.

**Ernest Onezieme Naud**, deceased, are required to send full particulars of such claims to the undersigned executor at Second Floor, 960 Howe Street, Vancouver, B.C., on or before the 27th day of September 1985, after which date the estate's assets will be distributed, having regard only to the claims that have been received. — Alfred Daniel Naud, *Executor*. MacFarlane & Company, *Solicitor*.

**James Lee Carter**, deceased, are required to send full particulars of such claims to the undersigned executor at 1308 Gladstone Avenue, Victoria, B.C. V8R 1S1, on or before the 27th day of September 1985, after which date the estate's assets will be distributed, having regard only to the claims that have been received. — Alfred Everett Pendray, *Executor*. Moore-Stewart & Horn, *Solicitors*.

**Thomas Edward Owen**, deceased, formerly of 6530 Vedder Road, Sardis, B.C., are required to send full particulars of such claims to the undersigned executrix at Box 390, Chilliwack, B.C. V2P 6K2, on or before the 15th day of October 1985, after which date the estate's assets will be distributed, having regard only to the claims that have been received. — Frances Margaret Owen, *Executrix*. Baker, Newby & Company, *Solicitors*.

**Dennis Leroy Crawford**, deceased, formerly of 7221 Longacre Drive, Site 3, Compartment 27, RR 6, Vernon, B.C., are required to send full particulars of such claims to the undersigned executrix at 2915 — 28th Avenue, Vernon, B.C. V1T 8L1, on or before the 7th day of October 1985, after which date the estate's assets will be distributed, having regard only to the claims that have been received. — Glory Jane Crawford, *Executrix*. John S. Davis, *Solicitor*. [se5]

PROVISIONAL CERTIFICATE OF TITLE

In the matter of Strata Lot 4, District Lot 554, Strata Plan Vr. 67, Municipality of West Vancouver.

Whereas proof of the loss of Certificate of Title A188051 to the above-described lands, issued in the names of **William Donald Mills Agnew and Doris Kinloch Agnew**, has been filed in the office, notice is hereby given that at the expiration of 2 weeks from the date of the first publication hereof I shall issue a provisional certificate of title in lieu of the said certificate, unless in the meantime valid objection be made to me in writing.

Dated at the Land Title Office, Vancouver, B.C., this 21st day of August 1985.  
D. N. Ellis, *Registrar*. [se5]

PRIVATE BILLS

The following are excerpts from Standing Orders Relating to Private Bills

Application for Private Bills

97. Any person may apply for a Private Bill by filing with the Clerk of the House not later than 14 days after the opening of a Session.

- (a) a petition in the form prescribed by Appendix A.
- (b) 200 copies of the Bill.
- (c) a fee of \$500.
- (d) a copy of the Notice published.
- (e) the authority of the agent or attorney in fact of the applicant, and
- (f) the name of the Member sponsoring the Bill.

Notice of application for Private Bill to be advertised

98. (1) The applicant for a Private Bill shall publish a Notice stating clearly the nature and objects of the proposed Act and the name and address of the applicant.

(a) in 2 issues of *The British Columbia Gazette*, and

(b) once a week for 2 consecutive weeks in a newspaper having a general circulation in the area where reside the parties or the majority of the parties likely to be particularly interested in, and affected by, the proposed Act.

(2) At least one of the Notices must have been published at the time of filing the application.

(3) Publication of the Notices shall be verified by an affidavit or statutory declaration which shall be filed with the Law Clerk, before First Reading of the Bill.

Bills to be printed by Queen's Printer and cost paid by applicant

100. The Queen's Printer shall print all Private Bills, and the applicant shall pay the cost of such printing as and when prescribed by the Law Clerk.

Certified cheques

102. All fees shall be payable by certified cheque to the Minister of Finance of the Province of British Columbia.

Procedure when Bill opposed

103. A person who objects to a proposed Private Act and whose interest or property may be affected by it may be permitted to appear before the Committee provided that the applicant and the Committee shall first have received in writing at least 3 days notice of the nature of such objection.

Referral of Bill to Committee

105. When a Private Bill has received First Reading it shall stand referred to the Select Standing Committee on Standing Orders, Private Bills and Members' Services, herein referred to in this part as "the Committee".

Notice of meeting of Committee on Bill

106. Five calendar days' notice of any meeting for the consideration of a Private Bill by the Committee shall be posted in the lobbies by the Clerk of the House and printed in the Votes and Proceedings of the day of such posting and thereafter in Orders of the Day until the day after such meeting.

Reprinting of Bill after amendment

108. The Committee shall report Private Bills to the House in every case, and Private Bills amended by the Committee shall be reprinted before further consideration or report.

Parliamentary Agent to obtain certificate

112. A person may act as parliamentary Agent upon receipt of a certificate from the Clerk of the House. — Ian M. Horne, Q.C., *Clerk, Legislative Assembly of British Columbia*.

MINISTRY OF CONSUMER AND CORPORATE AFFAIRS

AMALGAMATION

I hereby certify that Fama Holdings Ltd., which was incorporated on the 7th day of September 1979 under Certificate 196600 and Pers Services Ltd., which was incorporated on the 13th day of November 1979 under the name Pers Food Ltd. under Certificate 199907 and subsequently changed its name to Pers Services Ltd., on the 22nd day of November 1979, are this day amalgamated, pursuant to the *Company Act*, as one company with the name **Fama Holdings Ltd.** (296747).

Given under my hand and seal of office at Victoria, B.C., this 20th day of August 1985. — Roberta J. Lowdon, *Deputy Registrar of Companies*. [se5 — 10623]

AMALGAMATION

I hereby certify that Mercury Erectors Ltd., which was incorporated on the 27th day of June 1975 under Certificate 138997 and H.R.H. Industries Ltd., which was incorporated on the 1st day of December 1980 under the name 221512 British Columbia Ltd. under Certificate 221512 and subsequently changed its name to H.R.H. Industries Ltd., on the 13th day of April 1981, are this day amalgamated, pursuant to the *Company Act*, as one company with the name **Mercury Erectors Ltd.** (296705).

Given under my hand and seal of office at Victoria, B.C., this 20th day of August 1985. — Roberta J. Lowdon, *Deputy Registrar of Companies*. [se5 — 10623]

AMALGAMATION

I hereby certify that a certificate of amalgamation dated the 30th day of April 1985, with articles of amalgamation attached thereto dated the 25th day of April 1985 made between Gem Sod Farms Ltd., an Alberta corporation duly registered as an extraprovincial company under the laws of the Province of British Columbia, under Certificate A-20937 and Claeview Landscaping Ltd., an Alberta corporation not registered in British Columbia, has this day been filed, and pursuant thereto, the amalgamated company is registered under the name **Gem Sod Farms Ltd.** (A-23557).

The business that the corporation will carry on in British Columbia is supply of topsoil and sod and landscaping services.