

**EXHIBIT "L"**

COMPTON

**PARKING & BICYCLE STORAGE LOCKER LEASE**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_, 2000.

BETWEEN:

**POLYGON COMPTON HOMES LTD.**, incorporation No. 523330, a  
British Columbia company with an office at 1800 Spyglass Place,  
Vancouver, British Columbia, V5Z 4K8

(the "Owner")

AND:

**POLYGON PARKING LIMITED.**, a British Columbia company with  
an office at 1800 Spyglass Place, Vancouver, British Columbia,  
V5Z 4K8

(the "Tenant")

WHEREAS:

- A. The Owner is the registered owner of certain lands and premises located in Vancouver, British Columbia, and legally described as:

Parcel Identifier: 024-060-721  
Parcel D, Block 392  
District Lot 526  
Plan LMP36970;

- B. The Owner has agreed to lease to the Tenant all of the resident parking stalls (the "Stalls") and all of the bicycle storage lockers (the "Lockers") in the underground parking facility located on the Lands and shown on the parking/locker plan (the "Parking/ Bicycle Storage Locker Plan"), a reduced copy of which is attached hereto as Schedule "A", all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments of this Lease pertaining to particular Stalls and Bicycle Storage Lockers to the purchasers of strata lots within the Strata Development or to the Strata Corporation (hereinafter defined);

C. After entering into this Lease, the Owner proposes to subdivide the Property by means of a strata plan (the "Strata Plan") pursuant to the Strata Property Act (British Columbia) to create a strata development (the "Strata Development");

D. The Strata Plan will designate the Stalls and the Lockers as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

E. Each of the parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease and, if applicable, a document securing or evidencing this Lease.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of \$10.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

1.0 GRANT AND TERM

1.1 Grant

The Owner hereby leases to the Tenant for the Term (as defined in Section 1.2) all of the Stalls and the Lockers as shown outlined Parking/Locker Plan.

1.2 Term

The term (the "Term") of this Lease will commence on the \_\_\_\_ day of \_\_\_\_, 20\_\_ and terminate on the earlier of:

- (a) the date the registrar of titles under the Land Title Act orders the Strata Corporation be dissolved; and
- (b) the date registrar of titles under the Land Title Act files the order winding up the Strata Corporation in the appropriate land Title Office.

1.3 Rent

The parties to this Lease acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner by either the Tenant, any assignee of a partial assignment under this Lease for the use and enjoyment of a stall and/or a Locker.

2.0 SUBDIVISION BY STRATA PLAN

2.1 Strata Plan

This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands, and upon the subdivision of the Lands by means of the Strata Plan such covenants and obligations will:

- (a) continue to run with and bind each subdivided parcel which contains a Stall and/or a Locker; and
- (b) with respect to the Stalls and the Lockers, be automatically assumed by the Strata Corporation as the representative of the owners of strata lots within the Strata Development.

2.2 Common Property

This Lease is intended to apply only to a portion of the common property, which will be created upon the deposit for registration of the Strata Plan, and not at any time to burden the title to any individual strata lot.

3.0 MAINTENANCE AND ENCUMBRANCES

3.1 Maintenance

The Owner confirms that until the deposit for registration of the Strata Plan, the Owner will be solely responsible for the control, management and administration of the Stalls and the Lockers but thereafter, pursuant to Section 2.0 the Strata Corporation will assume full responsibility for the control, management and administration of the Stalls and the Lockers as common property in accordance with the provisions of the Strata Property Act (British Columbia) and may pass bylaws or make rules and regulations with respect to the Stalls and the Lockers as long as such bylaws, rules or regulations do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease.

### 3.2 Alterations

The Tenant, its successors and permitted assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to, the Stalls or the Lockers. Any such alterations or repairs are the sole responsibility of the Owner prior to the registration of the Strata Plan, and thereafter the sole responsibility of the Strata Corporation.

### 3.3 Subordination

The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Lands.

## 4.0 ASSIGNMENT

### 4.1 Partial Assignments

The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Stalls and/or Bicycle Storage Lockers to purchasers of strata lots within the Strata Development or to the Strata Corporation. Any such assignment will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall or Locker:

- (a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall and/or Locker so assigned for the balance of the Term;
- (b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Strata Development unless the assignment is to the Strata Corporation;
- (c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development or to the Strata Corporation; and
- (d) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation with a copy to the Tenant, subject to Section 4.2 of this Lease.

4.2

Automatic Assignment

If a holder of an interest in a Stall and/or Bicycle Storage Locker sells all of his or her interest in a strata lot within the Strata Development to which such Stall and/or Bicycle Storage Locker is at such time appurtenant as shown on the register maintained under Section 4.7 without concurrently executing an assignment of such Stall and/or Bicycle Storage Locker to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Stall and/or Bicycle Storage Locker will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot without execution of a partial assignment of this Lease with respect to such Stall and/or Bicycle Storage Locker or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

4.3

Exchanges and Transfers

- (a) A holder of an interest (the "First Owner") in a Stall and/or Bicycle Storage Locker (the "First Stall/Locker") may exchange his or her interest in the First Stall/Locker with the holder of an interest (the "Second Owner") in a different Stall and/or Locker (the "Second Stall/Locker") for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Locker. The First Owner and the Second Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule "B". The exchange will be on the terms set out in Sections 4.1(a) to (c) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3(a).
- (b) A holder of an interest (the "First Owner") in a Stall and/or Bicycle Storage Locker may transfer his or her interest in such Stall and/or Bicycle Storage Locker to an owner of a strata lot within the Strata Development or the Strata Corporation (the "Second Owner") for such consideration as the First Owner may in his or her discretion determine provided that following the transfer, the First Owner is left with an interest in at least one Stall. A First Owner is not required to be left with an interest in a Locker. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner and, in connection therewith, the First Owner will execute a partial assignment substantially in

the form attached hereto as Schedule "B". The transfer will be on the terms set out in Sections 4.1(a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.3(b).

4.4            Consents

The consent of the Strata Corporation will not be required for any partial assignment of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee.

4.5            Form of Partial Assignments

Subject to Section 4.2, all partial assignments of this Lease will be substantially in the form attached hereto as Schedule "B". No such partial assignment will be registrable by an assignee in any Land Title Office.

4.6            Release of Assignors

Upon the partial assignment (including an automatic assignment pursuant to Section 4.2) of this Lease pertaining to a particular Stall and/or Bicycle Storage Locker, the Tenant and any subsequent assignor of an interest in such Stall and/or Bicycle Storage Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Stall and/or Bicycle Storage Locker.

4.7            Register of Partial Assignments

The Owner, and after the registration of the Strata Plan the Strata Corporation, will maintain a register of all Stalls and Bicycle Storage Lockers and will record on such register each partial assignment of this Lease, indicating:

- (a)      the number of the Stall and/or Bicycle Storage Locker assigned;
- (b)      the date of assignment;
- (c)      the name and address of the assignee; and

- (d) the number of the strata lot within the Strata Development owned by the assignee to which such Stall and/or Bicycle Storage Locker is at the time appurtenant, unless the assignee is the Strata Corporation in which event the Stall and/or Bicycle Storage Locker need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Strata Development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying the name and address of the owner to whom a particular Stall and/or Bicycle Storage Locker is assigned and the number of the strata lot within the Strata Development to which such Stall and/or Bicycle Storage Locker is at the time appurtenant. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall and/or Bicycle Locker under Sections 4.1 or 4.2 the Strata Corporation will amend the register accordingly.

5.0 MISCELLANEOUS

5.1 Form of Agreement

Each of the parties hereto agree to amend the form of this Lease to meet the requirements of the Registrar of the Land Title Office or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease.

5.2 Definitions

Any term defined in the recitals to this Lease will have the same meaning throughout this Lease.

5.3 Enurement

This Lease will enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the year and date first above written.

**POLYGON COMPTON HOMES LTD.**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**POLYGON PARKING LIMITED.**

Per: \_\_\_\_\_  
Authorized Signatory

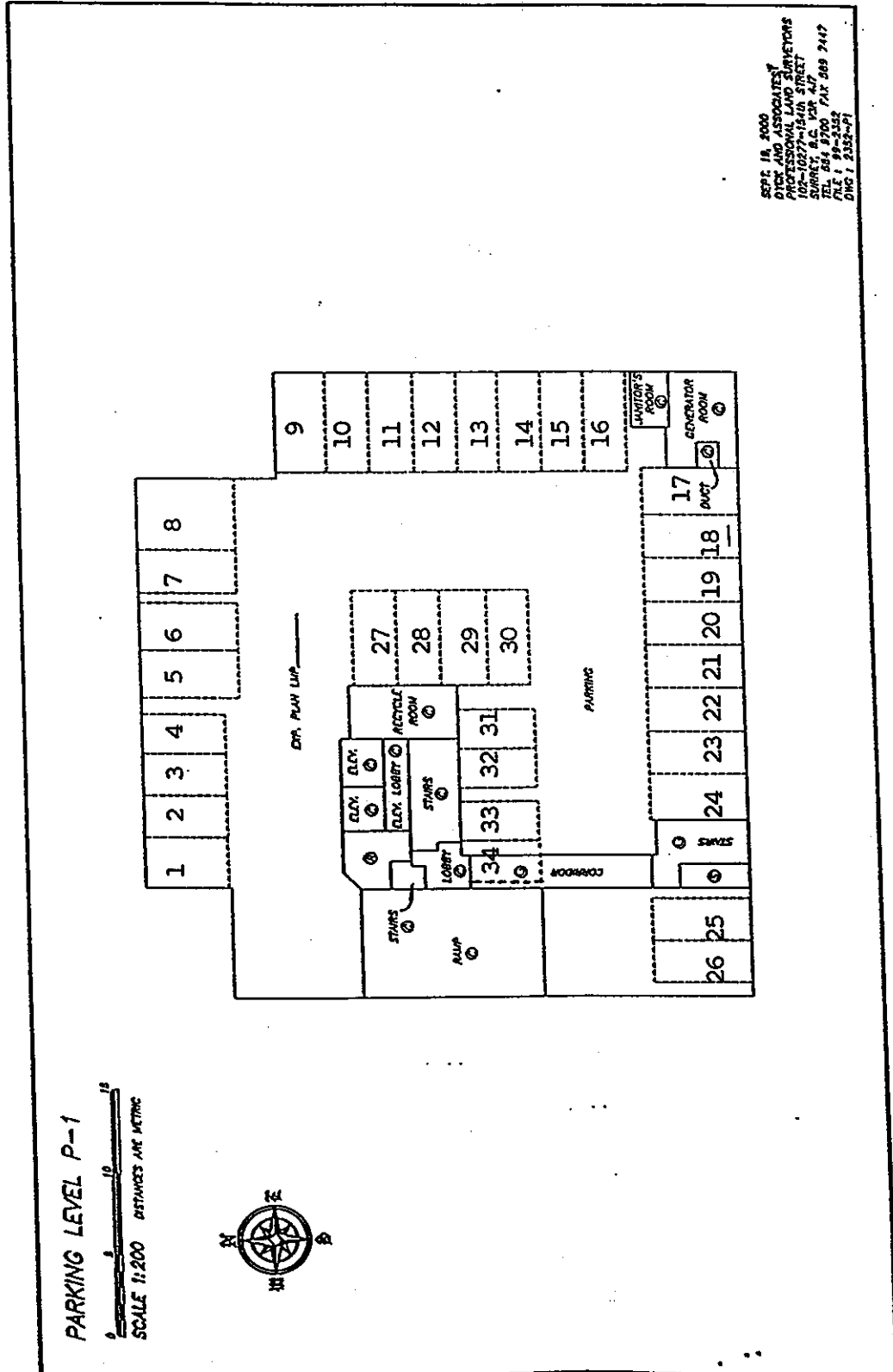
Per: \_\_\_\_\_  
Authorized Signatory



# EXHIBIT 'L' (CONT'D)

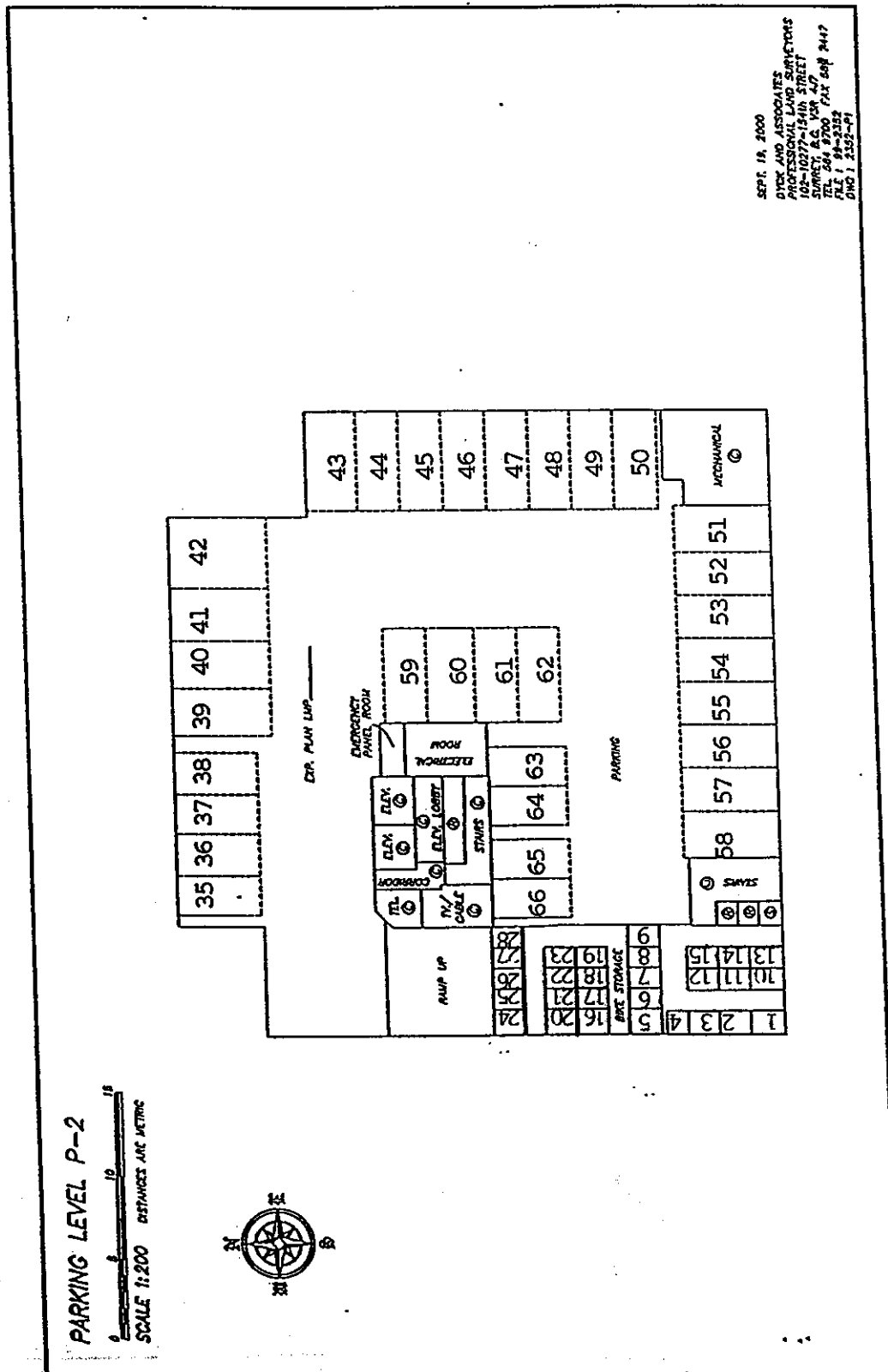
## PARKING & BICYCLE STORAGE LOCKER LEASE SCHEDULE "A"

### PARKING/BICYCLE STORAGE LOCKER PLAN



**PARKING & BICYCLE STORAGE LOCKER LEASE  
SCHEDULE "A" (CONT'D)**

## PARKING/BICYCLE STORAGE LOCKER PLAN



**EXHIBIT 'L' (CONT'D)**

**PARKING & BICYCLE STORAGE LOCKER LEASE  
SCHEDULE "B"**

**THE COMPTON**

**PARKING STALL/LOCKER ASSIGNMENT**

**BETWEEN:**

\_\_\_\_\_  
(the "Assignor")

**AND:**

\_\_\_\_\_  
(the "Assignee")

**RE:** Parking Stall No. \_\_\_\_\_ (the "Stall") and Locker No. \_\_\_\_\_ (the "Locker") shown on the Parking/Locker Plan for COMPTON.

WHEREAS the Assignor is the lessee of the Stall and Locker and the Assignee is the registered owner or purchaser of strata lot \_\_\_\_\_ (the "Strata Lot") (Suite No. \_\_\_\_\_) in COMPTON.

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

**1. Assignment**

The Assignor hereby assigns to the Assignee its partial interest in the lease (the "Lease") dated \_\_\_\_ made between Polygon Compton Homes Ltd., as landlord, and Polygon Parking Ltd., as tenant registered in the Land Title Office under No. \_\_\_\_; pertaining to the exclusive right to the Lease the Stall and/or Locker for the balance of the Term (as defined in the Lease). 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 Owners, Strata Plan No. \_\_\_\_ (the "Strata Corporation") with a copy to \_\_\_\_.

**2. Assignment Contingent Upon Strata Lot Ownership**

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall for as long as the Assignee owns the Strata Lot.

3. Compliance

The Assignee agrees to use the Stall 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.

4. Sale or Disposition

The Assignee may only assign its rights under this Assignment in accordance with the Lease.

5. Acknowledgment

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

6. 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 \_\_\_\_ day of \_\_\_, 2001.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee