

EXHIBIT B

PARKING/STORAGE AREA LEASE

THIS AGREEMENT made as of the ● day of ●, 2002.

BETWEEN:

CONCORD PACIFIC GROUP INC., a British Columbia company with its registered office at 900 – 1095 West Pender Street, Vancouver, British Columbia, V6E 2M6

(the "Owner")

AND:

●

(the "Tenant")

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

City of Vancouver
Parcel Identifier: 018-557-732
Lot 236
False Creek
Plan LMP13010

(the "Property");

WHEREAS the Owner has agreed to lease to the Tenant all of the residential owner parking stalls (such stalls and the associated drive aisles, the "Residential Stalls"), the parking stalls allocated for the use of the visitors of the residential owners and the parking stalls allocated for the use of the owners and customers of the commercial strata lots (such stalls and the associated drive aisles, the "Visitor/Commercial Stalls"; the Residential Stalls and the Visitor/Commercial Stalls are together referred to as the "Stalls") and the storage areas (the "Storage Areas") in the parking facility (the "Parking Facility") located on the Property and shown outlined in heavy black line on the parking/storage area plan (the "Parking/Storage Area 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 Storage Areas and to rent any Stalls on an hourly, daily and/or monthly basis (the "Rented Stalls");

WHEREAS upon completion of the development of the Property, 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");

WHEREAS the Strata Plan will designate the Residential Stalls and the Storage Areas as limited common property for the exclusive use of the owners of the residential strata lots (the "Residential Lots");

WHEREAS the Strata Plan will designate the Visitor/Commercial Stalls 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

WHEREAS 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:

ARTICLE 1 **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 all of the Storage Areas as shown outlined in heavy black line on the Parking/Storage Area Plan.
- 1.2 **Term.** The term (the "Term") of this Lease will commence on the ● day of ●, 200● and terminate on the earlier of:
- (a) the date the Strata Corporation is dissolved; and
 - (b) the date the Strata Corporation files a notice of destruction in prescribed form with the registrar of the appropriate Land Title Office following the destruction or deemed destruction of the building in which the Stalls and the Storage Areas are located.
- 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 or any user of a particular Rented Stall on an hourly, daily or monthly basis, as the case may be, for the use and enjoyment of a Stall and/or a Storage Area.

ARTICLE 2 **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 Property, and upon the subdivision of the Property 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 Storage Area; and
 - (b) in the case of the Residential Stalls and the Storage Areas, be automatically assumed by the residential section (the "Residential Section") of the Strata Corporation as the representative of the owners of the Residential Lots within the Strata Development; and
 - (c) in the case of the Visitor/Commercial Stalls, be automatically assumed by the Strata Corporation as the representative of the owners of strata lots within the Strata Development,
- at which time the Owner will be absolutely released from any obligations or liabilities hereunder.

- 2.2 Limited Common Property and Common Property. This Lease is intended to apply only to a portion of the limited common property for the Residential Lots and a portion of the common property, both of 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.

ARTICLE 3

MAINTENANCE AND ENCUMBRANCES

- 3.1 Maintenance. The Owner and the Tenant acknowledge and agree 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 Storage Areas. But thereafter:

- (a) pursuant to subsection 2.1(b), the Residential Section will assume full responsibility for the control, management and administration of the Residential Stalls and the Storage Areas as limited common property for the Residential Lots; and
- (b) pursuant to subsection 2.1(c), the Strata Corporation will assume full responsibility for the control, management and administration of the Visitor/Commercial Stalls as common property,

in accordance with the provisions of the *Strata Property Act* (British Columbia) and the Residential Section may pass bylaws or make rules and regulations with respect to the Residential Stalls and Storage Areas and the Strata Corporation may pass bylaws or make rules and regulations with respect to the Visitor/Commercial Stalls 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 (including the right of the Tenant to partially assign this Lease as it relates to particular Stalls and/or Storage Areas and to rent the Stalls on an hourly, daily and/or monthly basis).

- 3.2 Alterations and Repairs. Prior to the Strata Plan being deposited for registration at the Land Title Office, the Owner will be solely responsible for all alterations and repairs to the Stalls and Storage Areas. Thereafter the Residential Section will assume full responsibility for all such alterations and repairs to the Residential Stalls and the Storage Areas and the Strata Corporation will assume full responsibility for all such alterations and repairs to the Visitor/Commercial Stalls. Notwithstanding the foregoing, the Tenant may, at any time:

- (a) alter the size, shape, number and/or division among the Residential Stalls and/or Storage Areas which have not been partially assigned to purchasers pursuant to section 4.1 below;
- (b) designate any area within the Parking Facility shown outlined in heavy black line on the Parking/Storage Area Plan not identified thereon as a Stall and/or Storage Area; and
- (c) repair the Rented Stalls,

at its sole cost and expense but is not obligated to carry out and/or perform any such alterations, designations or repairs.

- 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 Property.

ARTICLE 4

ASSIGNMENT

- 4.1 Partial Assignments. The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Residential Stalls and/or Storage Areas 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 Residential Stall or Storage Area:

- (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 Residential Stall and/or Storage Area 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 Residential Stall and/or Storage Area sells all of his or her interest in a strata lot within the Strata Development to which such Residential Stall and/or Storage Area is at such time appurtenant as shown on the register maintained under section 4.7 without concurrently executing an assignment of such Residential Stall and/or Storage Area to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Residential Stall and/or Storage Area 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 Residential Stall and/or Storage Area 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 Residential Stall and/or Storage Area (the "First Stall/Storage Area") may exchange his or her interest in the First Stall/Storage Area with the holder of an interest (the "Second Owner") in a different Residential Stall and/or Storage Area (the "Second Stall/Storage Area") 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/Storage Area, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Storage Area. 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 subsections 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 subsection 4.3(a).
- (b) A holder of an interest (the "First Owner") in a Residential Stall and/or Storage Area may transfer his or her interest in such Residential Stall and/or Storage Area 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. 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 subsections 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 subsection 4.3(b).

- 4.4 Consents. The consent of the Residential Section or the Strata Corporation will not be required for any partial assignment of this Lease or the rental of any Stall. The Residential Section and the Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment or of a tenant under any such rental arrangement except as expressly agreed by such assignee or tenant, as the case may be.
- 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 Residential Stall and/or Storage Area, the Tenant and any subsequent assignor of an interest in such Residential Stall and/or Storage Area will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Residential Stall and/or Storage Area.
- 4.7 Register of Partial Assignments. The Owner, and after the registration of the Strata Plan the Residential Section, will maintain a register of all Stalls and Storage Areas and will record on such register each partial assignment of this Lease, indicating:
- (a) the number of the Residential Stall and/or Storage Area 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 Residential Stall and/or Storage Area is at the time appurtenant or that the assignee is the Strata Corporation.

Upon request by any owner or prospective purchaser of a strata lot within the Strata Development, the Residential Section will provide a certificate, within 7 days of receipt of such request, certifying the name and address of the owner to whom a particular Residential Stall and/or Storage Area is assigned and, if applicable, the number of the strata lot within the Strata Development to which such Residential Stall and/or Storage Area is at the time appurtenant. The Residential Section 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 Residential Section becoming aware of a partial assignment pertaining to a particular Residential Stall and/or Storage Area under sections 4.1 or 4.2 the Residential Section will amend the register accordingly.

ARTICLE 5 **MISCELLANEOUS**

- 5.1 Rental of Stalls by Tenant. Nothing in this Lease will prohibit the Tenant from renting the Stalls on an hourly, daily and/or monthly basis.
- 5.2 Creation of Stall/Storage Area. Notwithstanding any provision herein, the Tenant may at any time and from time to time, designate:

- (a) any area within the Parking/Storage Area Plan but not identified thereon as a Residential Stall or Visitor/Commercial Stall; and
- (b) any area within the Parking/Storage Area Plan but not identified thereon as a Storage Area,

and assign its rights under this Lease pertaining to such Stall or Storage Area, as the case may be, to purchasers within the Strata Development pursuant to section 4.1 above, without the prior approval of the Residential Section or the Strata Corporation, provided that the location of such Stall or Storage Area does not interfere with the access routes and the operation of the Parking Facility.

- 5.3 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.
- 5.4 Arbitration. In the event of any dispute or disagreement arising out of this Lease, or the interpretation of any provision hereof, the parties hereto agree that such dispute or disagreement will be resolved by arbitration pursuant to the *Commercial Arbitration Act* (British Columbia), as amended from time to time, or any legislation substituted therefor. Provided that it is understood and agreed that this section 5.4 is not intended to, nor is it to be construed as preventing the parties hereto, or either of them, from seeking injunctive relief from the law courts for damages for breach in appropriate cases.
- 5.5 Definitions. Any term defined in the recitals to this Lease will have the same meaning throughout this Lease.
- 5.6 Severability. If any provision or a portion of a provision of this Lease is found to be illegal or unenforceable, then such provision or portion will be severed from this Lease and this Lease will be deemed to be so amended and this Lease will continue in full force and effect subject to only such amendment.
- 5.7 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.

CONCORD PACIFIC GROUP INC.

Authorized Signatory

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Per: _____

Per: _____